

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
JUNE 17, 2020

Pursuant to Sections 19.85 and 59.094, Wis. Stats, Notice is hereby given to the public that a **VIRTUAL MEETING** of the **BROWN COUNTY BOARD OF SUPERVISORS** will be held on **WEDNESDAY, JUNE 17, 2020 at 7:00 P.M.**

The Public may **Access** this Virtual Meeting by:

1) Calling **1-415-655-0003**; Entering the following Event Number: **614 661 190**; and Pressing **#**. Then, when asked for Attendee ID, Pressing **#** Again (for Audio Only Access); or

2) Browsing to this Web Address on a computer or smartphone:

www.browncountywi.gov/CtyBoardPublic

; and Entering the following Event Number: **614 661 190** (for Audio and Video Access). The Event Password should be filled in, but if needed, then Enter **0617**; or

3) Physically Going (in-person) to the Brown County Central Library, located at 515 Pine Street, Green Bay, WI; and Entering the lower level Auditorium (for Audio and Video Access).

The Public may provide **Public Comments** by **emailing** their Public Comments to the following email address: **publiccomment@browncountywi.gov**. **All Public Comments must include the following:** **1)** Full Name of Commenter; **2)** City, Village, Town or other Locality, and State, that the Commenter Resides in; **3)** What Issue the Commenter desires to Comment on; **4)** Whether the Commenter is or is not a Lobbyist Registered with the State of Wisconsin, or Registered with any Municipality within Brown County, and if so the name of the Entity or Organization that the Commenter is Lobbying on behalf of.

The Public may also provide **Public Comments** that comply with the above four requirements by **mailing** them to the following address: **Brown County Board Office, P.O. Box 23600, Green Bay, WI 54305-3600.**

Compliant Public Comments received by email or mail on or before midnight the day prior to the Virtual Meeting will be electronically forwarded to Board Supervisors on the morning of the Virtual Meeting.

County Board Supervisors may **attend** this Virtual Committee Meeting by:

1) Utilizing WebEx via their County Issued Laptop and County Issued Headset, as instructed at Virtual Training Sessions (this provides two-way Audio and Video Access). **PLEASE LOG-IN 15 MINUTES EARLY!**

NOTE: County Board Supervisors may Virtually Attend this meeting in any location they desire that has sufficient internet access, and **any County Board Supervisor that wishes to may bring his or her County Issued Laptop and County Issued Headset to Room 200 of the Brown County Northern Building**, located at 305 E Walnut St, Green Bay, WI 54301, where they may Virtually log-in to this Virtual Meeting. Internet access will be available, and social distancing will be practiced, in Room 200. **NOTE: Technical Support will no longer be provided in Room 200 - County Board Members needing Technical Support should call the Brown County Department of Technology Services Help Line at (920) 448-4030.**

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance.

Opening Roll Call: Sieber, Chu, Dorff, Jacobson, Lefebvre, Friberg, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Murphy, Kaster, Van Dyck, Hopkins, Erickson, Coenen, Schultz, Peters, Suennen, Schadewald, Lund, Deneys.

Excused: De Wane

Total Present: 25 Excused: 1

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Sieber and seconded by Supervisor Peters **“to modify the agenda by taking Items #7a-7g, #12a-12d, #11a, #11c-11f, #11b, #10a-10e after Item #1.”** Vote taken. Motion carried unanimously.

No. 7 -- CONFIRMATION/APPOINTMENTS BY COUNTY EXECUTIVE.

A motion was made by Supervisor Schadewald and seconded by Supervisor Borchardt **“to suspend the rules and take Items #7a-7g together.”** Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Schadewald and seconded by Supervisor Dantine **“to approve Items #7a-7g.”** Vote taken. Motion carried unanimously with no abstentions.

No. 7a -- Reappointment of Bill Ullmer to the Board of Adjustment.

No. 7b -- Reappointment of Scott King and Bill Clancy to the Children with Disabilities Education Board.

No. 7c -- Appointment of Mark Gaul and Reappointments of Chuck Lamine and Robert Cowles to the Professional Football Stadium District Board.

No. 7d -- Appointment of Cassandra Erickson, Tom Friberg and Tom Sieber to the Neville Public Museum Governing Board.

No. 7e -- Appointment of Pat Hopkins and Emily Jacobson to Planning Commission.

No. 7f -- Appointment of Barb LaMue to the Harbor Commission.

No. 7g -- Appointment of Randy Schultz to the Human Services Board.

Committee of the Whole

No. 12a -- **RESOLUTION EXPRESSING STRONG SUPPORT FOR PASSAGE OF 2019 SENATE BILL 5, AND 2019 ASSEMBLY BILL 5, WHICH DEFINE COUNTY JAILERS AS PROTECTIVE OCCUPATION PARTICIPANTS.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Wisconsin County Jailers deserve to be treated similarly to other Protective Occupation Participants in many respects, including having the option to retire earlier than other Wisconsin Retirement System (WRS) participants, and being able to participate in the Duty Disability Program, as stated in 2019 Senate Bill 5, and in 2019 Assembly Bill 5 (the Bills); and

WHEREAS, the Bills define County Jailers as persons employed by a County whose principal duties involve supervising, controlling or maintaining a jail or persons confined in a jail, and classify County Jailers as Protective Occupation Participants, while at the same time addressing County concerns regarding the increased costs associated with other Protective Occupation Participants, and associated with Public Safety Employee bargaining units; and

WHEREAS, especially in light of the dangers County Jailers currently face during the COVID-19 Pandemic, it is well past time for State Legislators to recognize that the situations and risks County Jailers face and endure while carrying out their job duties, and the effect engaging in such work has on the lives of them and their families, warrant that County Jailers be treated similarly to other Protective Occupation Participants in many respects, as stated in the Bills.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby expresses its strong support for the passage of 2019 Assembly Bill 5, and 2019 Senate Bill 5, and respectfully requests that State Legislators recognize the importance of taking prompt action to remedy this current inequitable situation that County Jailers find themselves in; and

BE IT FURTHER RESOLVED by the Brown County Board of Supervisors that the Brown County Clerk shall forward this resolution to Brown County's State Legislative Delegation and Governor for consideration.

Fiscal Note: This resolution does not require an appropriation from the General Fund. The actual cost to carry out the resolution is \$5.98, and is within the existing 2020 Budget. The actual fiscal impact is currently an indeterminate amount until the State provides an actuarial study.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-044R

Authored by: Corporation Counsel at Request of Public Safety Committee

Approved by: Corporation Counsel

A motion was made by Supervisor Deneys and seconded by Supervisor Kaster **"to adopt."**
Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #12A

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

David P. Hemery
Corporation Counsel

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-27-2020
REQUEST TO: Public Safety
MEETING DATE: 06-02-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION EXPRESSING STRONG SUPPORT FOR PASSAGE OF 2019 SENATE BILL 5, AND 2019 ASSEMBLY BILL 5, WHICH DEFINE COUNTY JAILERS AS PROTECTIVE OCCUPATION PARTICIPANTS

ISSUE/BACKGROUND INFORMATION:

Resolution in support of Senate and Assembly Bills

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ Fiscal Note: This resolution does not require an appropriation from the General Fund. The actual cost to carry out the resolution is \$5.98, and is within the existing 2020 Budget. The actual fiscal impact is currently an indeterminate amount until the State provides an actuarial study.

Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
 - b. If no, how will the impact be funded? General Fund
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
2. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

12a

No. 12b -- RESOLUTION RATIFYING COVID-19 ACTIONS TAKEN TO DATE AND LIMITING AUTHORITY DURING DECLARATION OF EMERGENCY.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Wis. Stat. Sec. 323.11, entitled Declaration by Local Government, provides as follows: “*The governing body of any local unit of government may declare, by ordinance or resolution, an emergency existing within the local unit of government...that impairs transportation, food or fuel supplies, medical care, fire, health or police protection, or other critical systems of the local unit of government. The period of the emergency shall be limited by the ordinance or resolution to the time during which the emergency conditions exist or are likely to exist*”; and

WHEREAS, Wis. Stat. Sec. 323.14(4), entitled Powers During an Emergency, provides as follows: “**(a)** *The emergency power of the governing body conferred under s. [323.11](#) includes the general authority to order...whatever is necessary and expedient for the health, safety, protection, and welfare of persons and property within the local unit of government in the emergency...*”; and

WHEREAS, on 03-18-2020 the Brown County Board of Supervisors (the Board), pursuant to Wis. Stat. Sec. 323.11: **1)** Declared that “*...an emergency exists within the County by reason of an imminent threat of disaster impairing medical care, health, and other critical systems of the County due to the spread of COVID-19*”; and **2)** Declared that the period of emergency shall last for 60 days unless sooner terminated or extended by further Resolution of the Board; and

WHEREAS, on 05-18-2020 the Board met and extended the period of emergency until they next meet in June of 2020; and

WHEREAS, there is a need, due to the continued presence and community spread of COVID-19 in the County, for the Board to further extend the declared period of emergency until the Board next meets in July of 2020, unless ended by the Board prior to that; and

WHEREAS, there is a need for the Board to ratify, confirm and approve of any and all COVID-19 related actions taken to date by the County Executive and other County Officers and Agents, and to limit emergency declaration authority of the County Executive and County Officers and Agents going forward.

NOW THEREFORE BE IT RESOLVED, that pursuant to Wis. Stat. § 323.11, the Brown County Board of Supervisors (the Board) hereby finds and declares that an emergency *continues to exist* within the County by reason of an imminent threat of disaster impairing medical care, health, and other critical systems of the County due to COVID-19, and that, due to the continued presence and community spread of COVID-19 in the County, the Board hereby extends the declared period of emergency due to COVID-19 in Brown County until the time the

Board next meets in July of 2020, currently scheduled to occur on 07-15-2020, unless sooner terminated; and

BE IT FURTHER RESOLVED, that the Board hereby ratifies, confirms and approves of any and all actions related to the COVID-19 response taken to date by the County Executive and other County Officers and Agents; and

BE IT FURTHER RESOLVED, that the County Executive, by and through County Officials and Agents, is hereby authorized and directed to exercise the following limited authority during the period of emergency: 1) To procure necessary COVID-19 related Personal Protective Equipment (PPE) and supplies for County staff, the public and County buildings; 2) To provide directly, in coordination with a State agency or via contract: COVID-19 testing; and COVID-19 tracing, quarantine and isolation in Brown County regarding COVID-19 positive individuals; 3) To administer and coordinate the previously approved County Emergency Management Plan; 4) To appropriate necessary funds, staff, resources, and temporary work rules to carry out the above actions; and 5) To apply for and accept state and federal resources including but not limited to grant money and other reimbursement.

BE IT FINALLY RESOLVED, that Public Health shall, on a monthly basis and for as long as this Emergency Declaration is in effect, report to the Health and Human Services Committee on actions taken pursuant to this Emergency Declaration.

Fiscal Note: This resolution does not require an appropriation from the General Fund. However, subsequent action resulting from this resolution may require an appropriation from the General Fund.

Respectfully submitted,

COMMITTEE OF THE WHOLE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

Authored by: Corporation Counsel

Approved by: Corporation Counsel

A motion was made by Supervisor Brusky and seconded by Supervisor Lefebvre **“to adopt.”**
Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #12B
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 06-11-2020
REQUEST TO: County Board – Committee of the Whole
MEETING DATE: 06-17-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

**TITLE: RESOLUTION RATIFYING COVID-19 ACTIONS TAKEN TO DATE AND
LIMITING AUTHORITY DURING DECLARATION OF EMERGENCY**

ISSUE/BACKGROUND INFORMATION:

This Resolution **limits the authority** of the County Executive during the County Board declared Declaration of Emergency, and **approves of COVID-19 related emergency actions** taken to date

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund. However, subsequent action resulting from this resolution may require an appropriation from the General Fund.*

Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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No. 12c -- **RESOLUTION TO AUTHORIZE WPS ELECTRIC UNDERGROUND
EASEMENT ON COUNTY PROPERTY.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Wisconsin Public Service Corporation (WPS) has requested an easement for maintenance purposes on property owned by Brown County (golf course property), as described in the attached Letter and Easement, which are hereby incorporated into and made part of this Resolution via reference and attachment; and

WHEREAS, the County owns the land that said easement is requested on, and authorization of the County Board is required in order to grant said easement; and

WHEREAS, it is desirable and is in the best interest of the public to grant said easement as requested.

NOW, THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby consents and authorizes the grant of the "Electric Underground Easement" to WPS, and authorizes and directs County officers and staff to take any and all actions necessary to effectuate said easement.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-053R

Authored by Brown County Golf Course

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Van Dyck and seconded by Supervisor Lefebvre "to adopt."
Vote taken. Motion carried unanimously with no abstentions.

**ATTACHMENTS TO RESOLUTION #12C
ON THE FOLLOWING PAGES**



Wisconsin Public Service Corporation

700 North Adams Street
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

5/19/2020

Brown County, a municipal corporation
897 Riverdale Dr
Oneida, WI 54155

Dear Customer:

In an effort to provide improved service and reliability Wisconsin Public Service Corporation is planning on relocating the electric facilities located on your property at **897 Riverdale Dr in the Town of Hobart, County of Brown, State of Wisconsin**. This work involves converting the overhead electric facilities to underground electric facilities in locations shown on the attached easement which, when executed, would grant us the right to install and maintain the necessary facilities.

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow WPSC to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a Notary Public.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return one of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3051413**.

Thank you.

Sincerely,

Michelle Somers - Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-1107
Michelle.Somers@wecenergygroup.com

Enclosure

12c

1050190 WPS

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, by and between **Brown County, a municipal corporation**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the Parcel described in Brown County Register of Deeds Volume 331, page 591, Document Number 507499 and Volume 338, Page 471, Document 518546, being part of Indian Claim 200, Section 26 and Indian Claim 201 Section 25, all in Township 24 North, Range 19 East, **Village of Hobart, County of Brown, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
HB-1426

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however,

12c

does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

12c

WITNESS the hand and seal of the Grantor the day and year first above written.

Brown County, a municipal corporation

Corporate Name

Sign Name

Print name & title

Sign Name

Print name & title

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Brown County, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

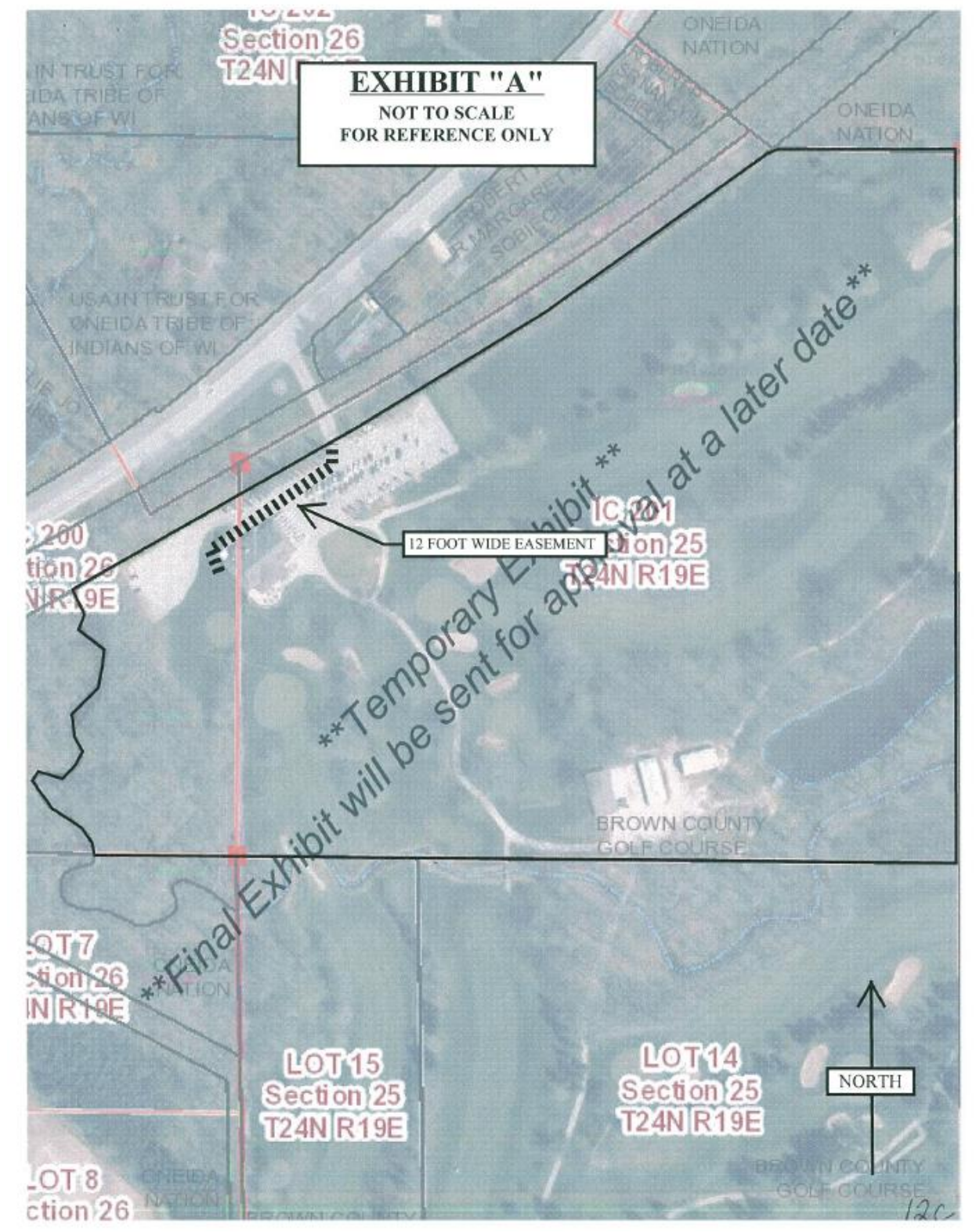
Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
May 19, 2020	Brown	Town of Hobart	897 Riverdale Dr	HB-1426
Real Estate No.	WPSC District	WR#	WR Type	I/O
1050190	Green Bay	3051413	EPLAN	21810197EC

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No. 12d -- DISCUSSION AND POSSIBLE ACTION REGARDING WHETHER TO HAVE THE JULY 15, 2020 COUNTY BOARD MEETING OCCUR IN-PERSON, WITH SOCIAL DISTANCING, AT THE RESCH CENTER.

A motion was made by Supervisor Lund and seconded by Vice Chair Sieber “to approve.” Roll call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Aye	Erickson	19	Nay	Aye	16
De Wane	2	Excused	Buckley	11	Aye	Coenen	20	Aye	Nay	9
Chu	3	Nay	Landwehr	12	Aye	Schultz	21	Aye	Abstain	0
Dorff	4	Nay	Dantinne, JR.	13	Aye	Peters	22	Aye	Excused	1
Jacobson	5	Nay	Brusky	14	Nay	Suennen	23	Aye	Total	25
Lefebvre	6	Nay	Murphy	15	Aye	Schadewald	24	Aye		
Friberg	7	Nay	Kaster	16	Aye	Lund	25	Aye		
Borchardt	8	Nay	Van Dyck	17	Aye	Deneys	26	Aye		
Evans	9	Aye	Hopkins	18	Nay					

Motion carried.

No. 11 -- Resolutions, Ordinances:

Budget Adjustments Requiring County Board Approval

No. 11a -- RESOLUTION APPROVING BUDGET ADJUSTMENTS TO VARIOUS DEPARTMENT BUDGETS

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

20-040 LAND & WATER CONS	Through the Upper East project the Land and Water Conservation Department was able to receive reimbursement for costs associated with the ESRI Mapping Software. This was not budgeted in 2020. Fiscal Impact: \$11,500
20-043 ADMIN	2020 – Budget adjustment to allocate unrestricted fund balance to energy efficiency projects that will reduce our operating budget in future years. These funds are currently recorded as restricted for debt service, but per a legal opinion, they are unrestricted and available to be assigned to this capital project. The primary goal is to replace most lights in County buildings with LEDs, which is expected to reduce our utility bills by about \$250,000/year, significantly reduce the ongoing maintenance costs associated with fluorescent and incandescent light fixtures, and reduce the County’s energy usage by about 3,000 megawatt hours each year. Fiscal Impact: \$948,946

This budget adjustment is for the use of sales tax designated for Public Safety projects to fund the expansion of the Jail Video Surveillance capital project which was started in 2016. Additional cameras have been recommended by PREA (“Prison Rape Elimination Act”) and by an insurance audit.

and,

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

ADMINISTRATION COMMITTEE
LAND CONSERVATION SUBCOMMITTEE
PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE
PUBLIC SAFETY COMMITTEE

20-048R

Approved by Corporation Counsel's Office

A motion was made by Vice Chair Sieber and seconded by Supervisor Schadewald **“to adopt.”** Vote taken. Motion carried unanimously with no abstentions.

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BUDGET ADJUSTMENT REQUEST

20-040

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
- Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (requires separate Resolution)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

Dept Head

Director of Admin

County Exec

County Exec

Admin Comm

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board

Oversight Comm
2/3 County Board *CS*

Oversight Comm
2/3 County Board

Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

Through the Upper East project the Land and Water Conservation Department was able to receive reimbursement for costs associated with the ESRI Mapping Software. This was not budgeted in 2020.

Fiscal Impact*: \$ 11,500

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.048.001.4301	Federal Grant Revenue	\$ 11,500
<input checked="" type="checkbox"/>	<input type="checkbox"/>	100.048.001.5306.100	Maintenance agreement software	\$ 11,500
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

ES
ES

Michael S. White

Signature of Department Head

Department: Land & Water Conservation

Date: 5/4/20

AUTHORIZATIONS

Troy Streckenbach

Troy Streckenbach (May 8, 2020)

Signature of DOA or Executive

Date: May 8, 2020

Revised 12/17/19

Submit Form

11a

Signature: Erica Bendickson
Erica Bendickson (May 4, 2020)

Email: erica.bendickson@browncountywi.gov

Signature: Chad Weininger
Chad Weininger (May 4, 2020)

Email: chad.weininger@browncountywi.gov

11a

BUDGET ADJUSTMENT REQUEST

20-043

Category

Approval Level

- | | | |
|---------------------------------------|--|---|
| <input type="checkbox"/> 1 | Reallocation from one account to another in the same level of appropriation | Dept Head |
| <input type="checkbox"/> 2 | Reallocation due to a technical correction that could include: <ul style="list-style-type: none"> • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year | Director of Admin |
| <input type="checkbox"/> 3 | Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation | County Exec |
| <input type="checkbox"/> 4 | Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.) | County Exec |
| <input type="checkbox"/> 5 a) | Reallocation of <u>up to 10%</u> of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts) | Admin Committee |
| <input type="checkbox"/> 5 b) | Reallocation of <u>more than 10%</u> of the funds original appropriated between any of the levels of appropriation. | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 6 | Reallocation between two or more departments, regardless of amount | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 7 | Any increase in expenses with an offsetting increase in revenue | Oversight Comm
2/3 County Board |
| <input checked="" type="checkbox"/> 8 | Any allocation from a department's fund balance | Oversight Comm
2/3 County Board |
| <input type="checkbox"/> 9 | Any allocation from the County's General Fund | Oversight Comm
Admin Committee
2/3 County Board |

Justification for Budget Change:

2020 – Budget adjustment to allocate unrestricted fund balance to energy efficiency projects that will reduce our operating budget in future years. These funds are currently recorded as restricted for debt service, but per a legal opinion, they are unrestricted and available to be assigned to this capital project. The primary goal is to replace most lights in County buildings with LEDs, which is expected to reduce our utility bills by about \$250,000/year, significantly reduce the ongoing maintenance costs associated with fluorescent and incandescent light fixtures, and reduce the County's energy usage by about 3,000 megawatt hours each year.

Fiscal Impact: \$948,946

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	410.054.406.6182.100	Construction general	948,946
<input type="checkbox"/>	<input checked="" type="checkbox"/>	300.3100.850	Restricted Debt Service	948,946
<input checked="" type="checkbox"/>	<input type="checkbox"/>	410.054.406.9004	Transfer In	948,946
<input checked="" type="checkbox"/>	<input type="checkbox"/>	300.096.001.9003	Transfer Out	948,946

AUTHORIZATIONS

CCF
By: May 26, 2020 (10:54 AM)

Signature of Department Head

Department: Administration

Date: May 26, 2020

Troy Streckenbach

Troy Streckenbach (May 27, 2020 09:05 CDT)

Signature of DOA or Executive

Date: May 27, 2020

Revised 8/20/15

11a

BUDGET ADJUSTMENT REQUEST

20-046

Category

- ☐ 1 Reallocation from one account to another in the same level of appropriation
- ☐ 2 Reallocation due to a technical correction that could include:
 - Reallocation to another account strictly for tracking or accounting purposes
 - Allocation of budgeted prior year grant not completed in the prior year
- ☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation
- ☐ 4 Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)
- ☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts).
- ☐ 5 b) Reallocation of more than 10% of the funds originally appropriated between any of the levels of appropriation.
- ☐ 6 Reallocation between two or more departments, regardless of amount
- ☒ 7 Any increase in expenses with an offsetting increase in revenue
- ☐ 8 Any allocation from a department's fund balance
- 9 Any allocation from the County's General Fund (*requires separate Resolution*)
After County Board approval of the resolution, a Category 4 budget adjustment must be prepared.

Approval Level

- Dept Head
- Director of Admin
- County Exec
- County Exec
- Admin Comm
- Oversight Comm
2/3 County Board
- Oversight Comm
2/3 County Board
- Oversight Comm *EW*
2/3 County Board *EW*
- Oversight Comm
2/3 County Board
- Oversight Comm
Admin Committee
2/3 County Board

Justification for Budget Change:

This budget adjustment is for the use of sales tax designated for Public Safety projects to fund the expansion of the Jail Video Surveillance capital project which was started in 2016. Additional cameras have been recommended by PREA ("Prison Rape Elimination Act") and by an insurance audit.

Fiscal Impact*: \$263,010

*Enter \$0 if reclassifying previously budgeted funds. Enter actual dollar amount if new revenue or expense.

Increase	Decrease	Account #	Account Title	Amount
<input checked="" type="checkbox"/>	<input type="checkbox"/>	434.074.470.9002	Video Surveillance Transfer In	\$263,010
<input checked="" type="checkbox"/>	<input type="checkbox"/>	434.074.470.6110.020	Video Surveillance Outlay Equipment	\$263,010
<input checked="" type="checkbox"/>	<input type="checkbox"/>	499.090.9003	Sales Tax Transfer Out	\$263,010
<input type="checkbox"/>	<input checked="" type="checkbox"/>	499.3300.700	Sales Tax Fund Balance	\$263,010
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

EB

Todd J. Delain

Todd J. Delain (Jun 1, 2020 09:55 CDT)

Signature of Department Head

Department: Sheriff

Date: Jun 1, 2020

AUTHORIZATIONS

Troy Streckenbach

Troy Streckenbach (Jun 1, 2020 11:31 CDT)

Signature of DOA or Executive

Date: Jun 1, 2020

Revised 12/3/18

11a

Item #11b taken after Item #11f.

**No. 11c -- RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES
AGREEMENT (HEREAFTER REFERRED TO AS THE "CONTRACT")**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-046R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. A near-site clinic was accounted for in the 2020 budget.

A motion was made by Supervisor Schadewald and seconded by Supervisor Brusky **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11C
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-07-2020
REQUEST TO: Admin Comm
MEETING DATE: 06-04-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED: CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES AGREEMENT

ISSUE/BACKGROUND INFORMATION:

Agreement for Healthcare

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ *Fiscal Note: This resolution does not require an appropriation from the General Fund. A near-site clinic was accounted for in the 2020 budget.*

Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11c

CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES AGREEMENT

This **CENTER FOR HEALTH AND WELLNESS HEALTHCARE SERVICES AGREEMENT** ("Agreement") is entered into by and between **ST. VINCENT HOSPITAL D/B/A PREVEA HEALTH**, a Wisconsin not-for-profit, non-stock corporation ("**Prevea**") and **BROWN COUNTY** ("**County**"). Prevea and County are hereinafter referred to individually as a "**Party**" and together as the "**Parties**". This Agreement shall be effective as of the date the last of the Parties executes this Agreement ("**Effective Date**").

RECITALS

- A. Prevea is an integrated healthcare services delivery system that provides a wide range of healthcare related services, including wellness programs.
- B. County desires for Prevea to provide, and Prevea agrees to provide, certain Services (defined below) to Eligible Individuals (defined below) of County, subject to the terms and conditions set forth in this Agreement.

IN CONSIDERATION of the above Recitals and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. SERVICES

- 1.1. Services. County hereby engages Prevea to provide to Eligible Individuals the health and wellness services within the scope of its capability, consistent with accepted standards of care, specifically limited to and identified on Schedule A attached to and incorporated as a part of this Agreement (collectively, the "**Services**" or individually, an "**Individual Service**"), on the terms and conditions set forth in this Agreement. The term "**Eligible Individuals**" shall mean the County's employees and, if desired by County, their dependents, as identified through a process mutually agreeable to the Parties. Services are subject to any limitations set forth in Schedule A to this Agreement for such Services.

2. PERSONNEL, SPACE, AND EQUIPMENT

- 2.1. Personnel. Prevea will retain and supervise the personnel that Prevea uses to carry out Prevea's responsibilities under this Agreement (the "**Personnel**").
 - (a) Prevea shall make available Personnel to provide the Services to the Eligible Individuals in accordance with the schedule and at the locations set forth on Schedule A. All Personnel shall be either employees or independent contractors (directly or indirectly) of Prevea.
 - (b) Prevea shall ensure that each of the Personnel performing the Services possesses the following qualifications (collectively, the "**Qualifications**") at all times during the term of this Agreement: (i) the education, skills training and experience necessary to perform the Services that each such individual is expected to perform; (ii) a current and unrestricted license, certificate or other approval as may be required by law to perform such Services, if applicable; (iii) to the extent applicable, membership in good

standing in the active category or, if appropriate, on the allied health or other similar category, of Prevea's medical staff; (iv) professional liability insurance as provided in this Agreement, if applicable; (v) satisfactory completion of a caregiver background check and any other screening required by applicable law or as reasonably required by County's policies; and (vi) the initial and continuing approval of County, which shall not be unreasonably withheld, conditioned or delayed.

- (c) If any individual Personnel fails to meet any or all of the Qualifications, Prevea shall immediately bar such individual from providing Services to the Eligible Individuals and shall immediately replace such individual with another individual who meets all of the Qualifications and who is acceptable to County. Upon request, Prevea shall provide County with written documentation of the Qualifications of all Personnel.
- (d) Prevea shall ensure that the Personnel perform the Services in accordance with generally accepted standards for their profession. Prevea shall ensure that it and all Personnel performing the Services: (i) provide the Services in accordance with applicable laws and regulations; (ii) comply with all applicable County policies and procedures; provided that such policies and procedures are made known to Prevea upon execution of this Agreement and, for any amendment, the amendment is made known to Prevea at least sixty (60) days before such amendment is effective; and (iii) do not act in any manner that could damage County's business or adversely affect the goodwill, reputation or business relationships of County with the public generally or with any of its clients, customers, employees, vendors or other persons having dealings with County.
- (e) Prevea acknowledges and agrees that it has an independent responsibility to provide professional medical services to patients who receive the Services and that any action taken by County pursuant to this Agreement or otherwise in no way absolves Prevea or the Personnel from the responsibility to provide professional services to patients to the extent required by applicable law. Nothing in this Agreement shall: (i) render County responsible for the manner by which Prevea and the Personnel render any services to any patient; or (ii) be construed to constitute an acknowledgement or an agreement that County is or may be liable for the professional malpractice of Prevea or the Personnel.

2.2. Space. The Personnel will perform Services at the locations identified in Schedule A.

3. REIMBURSEMENT TO PREVEA

- 3.1. Fees. County shall pay Prevea the compensation set forth on Schedule B of this Agreement (the "**Fee Schedule**") for Services provided to Eligible Individuals (the "**Service Fees**"). Prevea shall bill County monthly for all Services rendered under this Agreement during the preceding month in a form acceptable to County. The Service Fees will be due and payable within thirty (30) days of County's receipt of Prevea's invoice. County agrees and acknowledges that if County does not pay the Service Fees within forty-five (45) days of County's receipt of

Prevea's invoice, Prevea may charge County interest at a rate of 1.0% per month. Except as otherwise set forth in this Agreement, including the Schedules, or as otherwise agreed to by the Parties in writing from time to time, Prevea agrees that it shall accept payment for the Services only from County and that it shall not, and shall ensure that the Personnel do not, bill any patient or any other third party for the Services.

- 3.2. Service Fee Adjustment. County agrees that Prevea may amend the Fee Schedules once per year by providing County with an amended copy of the Fee Schedules; provided, however, that any such amendment shall not increase the fees in the Fee Schedules by more than five percent (5%) of the then-current amounts without County's prior written approval.
- 3.3. Clinic Space Fee. The Parties recognize that Prevea will be furnishing the Space (defined in Schedule A) and providing Services within it exclusively for the County during the operational hours set forth in Schedule A. Accordingly, the County shall pay Prevea a clinic space fee ("**Clinic Space Fee**") as described in Schedule B. The Clinic Space Fee shall be due and payable monthly, within thirty (30) days of County's receipt of Prevea's invoice. County agrees and acknowledges that if County does not pay the Clinic Space Fee within forty-five (45) days of County's receipt of Prevea's invoice, Prevea may charge County interest at a rate of 1.0% per month. County agrees that Prevea may amend the Clinic Space Fee pursuant to Section 3.2.
- 3.4. Patient Contributions. If County has elected to require its Eligible Individuals to pay a co-pay or access fee of any sort to receive Services through this Agreement ("**Patient Contribution**"), and Prevea has agreed to collect such Patient Contribution on behalf of County, Prevea shall collect such Patient Contribution from the Eligible Individuals on behalf of the County. The Parties agree that in lieu of remitting such Patient Contributions to the County, Prevea may subtract such Patient Contribution from the Service Fees that the County would otherwise owe to Prevea.

4. REPRESENTATION AND WARRANTY OF COUNTY

County represents and warrants to Prevea that it has the authority to enter into this Agreement and to perform its obligations hereunder. County further represents and warrants that neither the execution of this Agreement nor the consummation of the arrangement contemplated hereby, will result in a breach of, or constitute a default under, any agreement, contract or arrangement to which County is bound.

5. TERM AND TERMINATION OF AGREEMENT

- 5.1. General. This Agreement commences as of the Effective Date and will continue for an initial term of one (1) year unless otherwise terminated pursuant to this Agreement. Thereafter, this Agreement shall automatically renew for consecutive one-year periods, unless otherwise terminated pursuant to this Agreement.
- 5.2. Termination for Breach. Upon a material breach of a Party's obligations set forth in this Agreement, this Agreement may be terminated by the non-breaching Party upon thirty (30) days' prior written notice to the breaching Party; subject,

however, to the breaching Party curing the breach to the reasonable satisfaction of the non-breaching Party within such thirty (30) day period.

- 5.3. Immediate Termination. This Agreement may be terminated by either Party upon written notice to the other Party if any of the following events occur:
- (a) The other Party makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy or is adjudicated to be insolvent or bankrupt, or a receiver or trustee is appointed for any portion of its property; or
 - (b) The loss, suspension or restriction of any license, permit, certificate or other approval required by law for the other Party to continue to perform its respective duties pursuant to this Agreement.
- 5.4. Termination Due to Health or Safety. County may terminate this Agreement immediately upon written notice to Prevea if County determines, in good faith, that any Personnel pose a threat to the health or safety of Eligible Individuals.
- 5.5. Termination by Mutual Agreement. This Agreement shall terminate upon the mutual written agreement of the Parties at the time specified by such agreement.
- 5.6. Termination of Individual Service. Any Individual Service may be terminated from Schedule A by, and under the terms of, the written consent of the Parties without terminating the Agreement with respect to other Services.
- 5.7. Termination Without Cause. This Agreement may be terminated by either Party for any reason upon sixty (60) days' prior written notice to the other Party.
- 5.8. Effect of Termination. Unless otherwise provided in this Agreement, upon termination, neither Party has any further obligations, except for: (i) obligations arising prior to the date of termination which remain unsatisfied as of the date of termination; and (ii) obligations or covenants which expressly or by their nature extend beyond the term of this Agreement. Termination of an Individual Service or Individual Services, under the terms of Section 5.6, does not affect the terms of this Agreement for those Individual Services which are not terminated. Sections 6 and 8.5 of this Agreement expressly survive termination of this Agreement.

6. RECORDS; CONFIDENTIALITY

- 6.1. Access to Information. To the extent required to perform their duties under this Agreement, each Party shall at all reasonable times and during normal business hours permit the other Party to have reasonable access to its documents, books, and records relating to this Agreement; provided that any and all access shall be subject to the requirements of all applicable laws and regulations.
- 6.2. Business Records. All business records and information relating exclusively to the business and activities of either Party (collectively, the "**Confidential Information**") are to be the property of that Party, irrespective of the identity of the Party responsible for producing or maintaining such records and information. During the term of this Agreement and for a period of two (2) years after

termination, a Party that receives Confidential Information from the other Party (the "**Recipient**") shall not use or disclose any Confidential Information, except as necessary to perform Recipient's obligations under this Agreement. Notwithstanding the foregoing, the use and disclosure restriction under this Section shall not apply to any Confidential Information that the Recipient can demonstrate by clear and convincing evidence: (a) at the time of use by or disclosure to Recipient, was known to the Recipient as evidenced by the Recipient's contemporaneous written records; (b) at the time of use by or disclosure to Recipient, was published or publicly known; (c) after use by or disclosure to Recipient, becomes published or publicly known other than a result of a breach of this Agreement by the Recipient; or (d) is disclosed to Recipient in good faith by a third party who is not under an obligation of confidence to the Party owning such Confidential Information at the time such disclosure is made. Either Party may disclose the other Party's Confidential Information to the extent required by applicable laws or regulations or judicial process. The Recipient shall return any Confidential Information belonging to the other Party immediately upon termination of this Agreement; provided, however, the Recipient may retain an archival copy for its proper management and administration or as necessary to carry out or satisfy its legal obligations and shall not be obligated to remove any Confidential Information integrated into its electronic systems .

- 6.3. Records. Prevea shall ensure that the Personnel appropriately document all Services rendered in accordance with all applicable laws and regulations. All such medical records are and shall remain the property of Prevea.

7. COMPLIANCE WITH LAWS

- 7.1. Compliance with Laws; HIPAA Compliance. County and Prevea acknowledge that each have and shall retain independent obligations to comply with all applicable federal and state laws affecting their respective obligations under this Agreement, including any obligations that might arise under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and other privacy laws, as may be amended or implemented from time to time. The Parties believe and intend that this Agreement will, when executed, comply with all relevant federal and state laws as well as relevant regulations and accreditation standards, including, but not limited to, Medicare fraud and abuse laws (including the Anti-Kickback Statute), the Stark Law and the principles of tax exemption as set forth in federal and state tax law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting, such statutes and laws.
- 7.2. Ethical and Religious Directives. The Parties acknowledge that Prevea operates in accordance with the Ethical and Religious Directives for Catholic Healthcare Services as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church (the "**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Prevea. It is the intent and agreement of the Parties that neither this Agreement nor any part of this Agreement shall be construed to require Prevea to violate the Ethical or Religious Directives in its operations and all parts of this Agreement must be interpreted in a manner that is consistent with the Ethical and Religious Directives.

8. GENERAL PROVISIONS

- 8.1. Insurance. During this Agreement, Prevea shall maintain professional liability insurance coverage covering Prevea and all Personnel performing professional Services in minimum amounts required by applicable laws; provided, however, that to the extent any Personnel are subcontracted to perform Services, Prevea's obligations with respect to such Personnel's professional liability insurance coverage shall be limited to ensuring that professional liability insurance coverage covers such Personnel in minimum amounts required by applicable law and Prevea shall not be required to maintain such policy itself. In addition, Prevea shall maintain general liability coverage covering Prevea and all Personnel performing Services in minimum amounts of one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) per year in the aggregate or such greater amounts as are required by applicable laws. Such professional and general liability insurance policies shall include a reporting endorsement policy to cover the term of this Agreement if such insurance is a "claims-made" policy. Prevea shall carry workers' compensation insurance in accordance with statutory limitations covering Prevea's employees. Prevea must provide thirty (30) days' notice for any cancellation or material changes of its insurance policies required pursuant to this Section 8.1. Upon reasonable request, Prevea shall provide County with evidence of insurance meeting the foregoing obligations.
- 8.2. Licenses, Permits, and Certificates. Each Party shall obtain and maintain in full force and effect during the term of this Agreement any and all licenses, permits, and certificates required by law which are applicable to the performance of its respective duties pursuant to this Agreement.
- 8.3. Independent Contractor. Prevea is at all times acting as an independent contractor in the performance of its work, duties, and obligations arising under this Agreement, and nothing in this Agreement is intended nor must be construed to create between Prevea and County either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. Prevea shall be solely responsible for the payment of the salaries of the Personnel, including withholding or payment of applicable taxes and any other withholding required by law or regulation, or if Prevea subcontracts for the Personnel, paying the employer of the Personnel. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.
- 8.4. Notices. All notices, demands or other communications required or permitted to be given under this Agreement must be in writing and must be given to the Party for whom the notice is intended. Delivery is deemed provided upon presentation if delivered in person or three (3) days following deposit into U.S. Mail to:

If to Prevea: 2710 Executive Drive
P.O. Box 19070
Green Bay, WI 54307-9070
Attn: President & CEO

If to County: The address below the County's signature.

Either Party to this Agreement may change its address for purposes of this Section by giving written notice to the other Party in the manner specified in this Section.

8.5. Indemnification.

- (a) By Prevea. Prevea will indemnify, defend and hold harmless County and its shareholders, directors, officers, employees, supervisors, agents, insurers, successors and assigns (in any case, a "**County Indemnatee**") for any and all claims, demands, suits, actions and proceedings, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law or any cause whatsoever, whether threatened, pending or completed, brought against or involving any County Indemnatee (in any case, a "**County Claim**"), and any judgments, losses, debts, fines, penalties, damages, expenses or liabilities, including, without limitation, attorneys' fees paid or payable by any County Indemnatee ("**Damages**"), in connection with, relating to or arising out of the: (i) breach of this Agreement by Prevea; or (ii) any negligent act or omission of Prevea or any of Prevea's members, directors, officers, employees, affiliates, representatives, agents, successors or assigns in providing the Services. Notwithstanding the foregoing, Prevea shall not be required to indemnify or hold harmless any County Indemnatee for any County Claim or Damages to the extent determined by a court of competent jurisdiction to have resulted from any County Indemnatee's negligence or willful misconduct.
- (b) By County. County will indemnify, defend and hold harmless Prevea and its shareholders, directors, officers, employees, agents, insurers, successors and assigns (in any case, a "**Prevea Indemnatee**") for any and all claims, demands, suits, actions and proceedings, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law or any cause whatsoever, whether threatened, pending or completed, brought against or involving any Prevea Indemnatee (in any case, a "**Prevea Claim**"), and any Damages paid or payable by any Prevea Indemnatee, in connection with, relating to or arising out of: (i) the breach of this Agreement by County; or (ii) any negligent act or omission of County or County's members, directors, officers, employees, affiliates, representatives, agents, successors or assigns. Notwithstanding the foregoing, County shall not be required to indemnify or hold harmless any Prevea Indemnatee for any Prevea Claim or Damages to the extent determined by a court of competent jurisdiction to have resulted from any Prevea Indemnatee's negligence or willful misconduct.

8.6. Amendment. This Agreement and its Schedules may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties, except as otherwise provided in this Agreement.

8.7. Severability. In the event that any provision of this Agreement is held to be unenforceable for any reason, such provision shall be fully severable and the

unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms.

- 8.8. No Third-Party Beneficiary. Except as specifically provided in this Agreement, none of the provisions contained herein are intended by the Parties, nor may they be deemed, to confer any benefit on any person not a Party to this Agreement.
- 8.9. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflict of laws provisions.
- 8.10. Nondiscrimination. Prevea shall not deny services to or otherwise discriminate against any person on grounds of race, color, national origin, disability or any other protected classification.
- 8.11. Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Prevea may assign this Agreement without the prior written approval of County to an "affiliate" of Prevea. For purposes of this Agreement, "affiliate" shall mean any successor entity of Prevea, or any entity controlled by Prevea or Hospital Sisters Health System.
- 8.12. Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- 8.13. Force Majeure. Either Party will be excused for failures, delays and suspension of performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party, including without limitation, any act of God, war, terrorism, bio-terrorism, riot or insurrection, law or regulation, strike, flood, earthquake, water shortage, fire, explosion, pandemic or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities ("Force Majeure Event"). This provision will not, however, release such Party from using its best efforts to avoid or remove such cause and such Party will continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party will give prompt written notice thereof to the other Party, provided that failure to give such notice will not in any way limit the operation of this provision. If a Force Majeure Event occurs, then Prevea and/or Brown County will have the option to immediately terminate this Agreement.
- 8.14. Entire Agreement. This Agreement, together with all Schedules attached hereto, supersedes all previous contracts, agreements or understandings between the Parties with respect to the same Services, and constitutes the entire agreement between the Parties with respect to the same Services. Neither Party shall be entitled to any benefits other than those enumerated in this Agreement.
- 8.15. Authority. The individuals signing below each warrant and represent that they have the power and the authority necessary to execute and fulfill this Agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date as indicated below.

PREVEA:
ST. VINCENT HOSPITAL D/B/A
PREVEA HEALTH

COUNTY:
BROWN COUNTY

By: _____
Ashok N. Rai, M.D.
President & CEO

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Address: 305 E. Walnut Street
Green Bay, WI 54301
Attn: _____

Schedule A

SCOPE OF SERVICES & OPERATIONS SCHEDULE

Services for children shall only be available for children six (6) months and up for acute illness and children seven (7) years and up for wellness and routine physicals.

Scope of Services. Prevea, through the Personnel, shall furnish the following Services to Eligible Individuals, as more specifically described below:

1. **APP Services.** Prevea, through an advanced practice provider ("APP"), shall provide "APP Services" in the Facility (defined below) in accordance with the operational schedule set forth below. APP Services shall address common medical conditions, as well as certain health and wellness services. APP Services will include but not be limited to the following:
 - Well-child vaccinations for individuals age seven (7) and up: tetanus, diphtheria, pertussis, Hepatitis B, and influenza
 - Non-well child vaccinations for children age six (6) months and up, where appropriate
 - Routine screenings of blood sugars, lipids, weight, and blood pressure
 - Blood draws (phlebotomy)
 - Rapid screen diagnostic tests for strep, pregnancy, and urine
 - Routine diagnosis and treatment of non-trauma workplace and non-workplace injuries
 - Department of Transportation (DOT) examinations
 - Non-DOT drug and alcohol screening, including post-offer employment, post-accident, random, and reasonable suspicion testing
 - Health Risk Appraisal assistance
 - Early detection, treatment, and prevention
 - Healthcare counseling
 - Physical exams, including camp and school physicals
 - DOT Drug and Alcohol Testing (to be considered when feasible)
 - Chronic disease management
2. **MA/PSR Services at Center.** Prevea, through a medical assistant ("Medical Assistant"), shall provide "MA/PSR Services" in the Space in accordance with the operational schedule below. MA/PSR Services shall include, but are not limited to, the following:
 - Room patients
 - Assist with office procedures
 - Provide telephone advice to patients as directed
 - Communicate with providers regarding patient calls
 - Call in prescription refills as directed
 - Act as a liaison for APPs
 - Assist providers with scheduling
 - Facilitate completion of forms (ex. W/C, insurance, etc. by the physicians)
 - Blood draw (phlebotomy)
 - Register patients within Epic
4. **Laboratory Services.** Prevea shall furnish the laboratory services identified in Schedule C ("Laboratory Services") and the Immunization Services identified in Schedule D

("Immunization Services") to Eligible Individuals receiving Services in the Space. Laboratory Services not listed in Schedule C may also be furnished by Prevea as available and appropriate in connection with the Services performed by Prevea in the Space ("Additional Laboratory Services"). The actual testing for the Laboratory Services and Additional Laboratory Services may occur at laboratories off-site.

Operations Schedule

Prevea shall provide the Services in space located in Prevea's Washington Street clinic at 102 N. Washington Street, Green Bay, WI 54301 (the "**Space**") according to the schedule set forth below (for clarity, the Space is only a portion of the building, designated by Prevea for performance of the Services under this Agreement). This schedule may be amended upon mutual written agreement of County and Prevea, provided that, Prevea shall use its best efforts to provide such Services for additional hours at County's request if necessary to meet the needs of the Eligible Individuals.

Day of Week	APP Services	MA/PSR Services
Monday	Thirty (30) hours per week on days and times mutually agreed upon by the Parties.	These MA/PSR Services shall be available during the same hours as the APP Services
Tuesday		
Wednesday		
Thursday		
Friday		

Schedule B

SERVICE FEES

County shall pay Prevea the following Service Fees:

- a. \$80.00 per hour for each APP present in the Space to provide APP Services.
- b. \$26.00 per hour for each Medical Assistant present in the Space to furnish the MA/PSR Services.
- c. Prevea's then current laboratory services fee schedule for health and wellness clients.
- d. Prevea's then current immunization services fee schedule for health and wellness clients.

CLINIC SPACE FEE

County shall pay Prevea a Clinic Space Fee as follows: \$1,083.33 per month.



Schedule C
Prevea Lab Services
 Confidential

Test Name	CPT	Test Name	CPT
AB Screen 86850	86850	Catecholamine Fraction 82384	82384
ABO GROUP 86900	86900	CBC NO DIFF 85027	85027
Acetaminophen	G0480	CBC w MANUAL DIFF	85007
ACTH	82024	CBC WITH AUTO DIFF 85025	85025
Acylcarnitines	82017	CCP ANTIBODY 86200	86200
Adrenal AB Screen 86255	86255	CD Anti Gliadin	83520
Adult Food Allergy Profile (\$4.87 each)	86003x10	CD Anti HU TGG IGA	83520
Agent Detect OPT (SHIGA)	87899	CD57	80180
Agent NOS assay w/optic	87899	Celcept	82390
ALBUMIN 82040	82040	Ceruloplasmin	82390
Aldolase	82085	CGTR Gene Analysis Common Variants	81220
ALDOSTERONE 82088	82088	CH50	86162
Alk Phos Isoenz	84080	Chemiluminescent Assay	82397
Alkaline Phosphatase	84075	CHLAMYDIA PCR	87491
ALMOND IGG 86001	86001	CHLORIDE 82435	82435
Alpha Fetoprotein	82105	Chloride Urine 24 hr	82436
Alpha-1 Antitrypsin Total	82103	CHOLESTEROL 82465	82465
ALT/SGPT 84460	84460	Chromato QN SGL 6TGN 6MMPW RB 82542	82542
Amino Acid, Single, Quant 82131	82131	Clostridium Difficile	87493
Amitriptyline	80335	CLT Typ IF EA Antiser (Chlam Trach)	87140
Ammonia	82140	CMV	87497
AMYLASE 82150	82150	CMV AB	86644
Anaplasma and Ehrlichia Panel (Panel is CPT x 4 = \$120)	86666	CMV AB IGM	86645
Androstenedione	82157	COMP METABOLIC PNL 80053 CMP	80053
Angiotensin 1 Enzyme 82164	82164	Complement C3	86160
Anti-Mullerian Hormone	83520	Complement C4	86160
Antibody West Nile Virus	86789	Concentration Infect Agent	87015
Antibody West Nile Virus IGM	86788	Coombs Direct 86880	86880
ANTINUCLEAR ANTIBODY ANA 86038	86038	Copper	82525
ANTINUCLEAR ANTIBODY ANA CENTROMERE B	86038	Cortisol Free	82530
ANTINUCLEAR ANTIBODY TITER 86039	86039	Cortisol Total	82533
Antithrombin III	85300	C-Peptide	84681
Apolipoprotein Serum	82172	CPK 82550	82550
APTT	85730	CPK, MB Fraction	82553
ASO	86060	Creatinine; Other Source	82570
Aspergillus, Antibody	86606	Cryoglobulin	82595
AST/SGOT 84450	84450	Cryptococcal Antigen	86403
B Cells TOT CNT	86355	CRYPTOSPOR/GIARDIA AG, EIA	87328
Babesia (Test is CPT x 2 = \$65)	86753	Culture Fungus Blood	87103
Bacterium, Antibody	86609	Culture Fungus Skin/Hair/Nail	87101
Bartonella Screen AB	86611	CULTURE GENITAL 87070	87070
BASIC METABOLIC PNL 80048 BMP	80048	Culture Virus ID Tss (Herpes)	87252
BCR/ABL1 GENE MAJOR BP QUEST	81206	Culture Yeast/Fungus	87102
BCR/ABL1 GENE MINOR BP QUEST	81207	Culture, Anaerobic	87075
BEEF IGG	86001	Culture, Anaerobic, w/ addn method	87076
BETA 2 Glyco AB 86146	86146	Culture, Bacterial, Blood	87040
BETA 2 Microglobulin	82232	Culture TB/AFB Blood	87116
BICARBONATE 82374	82374	Culture Tissue Skin Biopsy	88233
BILIRUBIN TOTAL 82247	82247	Cyclosporin Trough	80158
Biotin	84591	Cystatin C	82610
BLASTOMYCES AB	86612	Cystines, Urine	82615
BLOOD CREATININE 82565	82565	D Dimer	85379
Blood Parasites	87207	Detect Agent NOS, DNA, Quant	87799
BLOOD UREA NITROGEN-BUN 84520	84520	Dexamethasone (Quantitative Assay, Drug)	80299
BMP w/ Ionized CA WH Blood	80047	DHEA	82626
BMP 83880	83880	DHEA Sulfate	82627
Body Fluid Culture 87070	87070	Digoxin Levels	80162
Bordetella	86615	Dihydrotestosterone	80327
Bordetella pertussis/parapertussis DNA, Qual (price is total)	87798x2	DIRECT BILIRUBIN 82248	82248
Brucella AB	86622	DNA Antibody	86225
C Pneumoniae AP-Tech	87486	DNASE Antibody	86215
C Pneumoniae AP-Tech	87581	Drug Confirmation EA Proc 1-7 Classes	G0480
C REACTIVE PROTEIN 86140	86140	Drug Screen Definitive Toxicology Urine	G0483
C REACTIVE PROTEIN HS 86141	86141	Drug Screen Panel 4	80307
CA125 86304	86304	Drug Screen Panel 6	80307
Cadmium, Blood	82300	Drug Screen Panel 9	80307
Calcitonin	82308	Drug Screen Panel 20	80307
CALCIUM 82310	82310	Drug Screen Urine	80306
Calcium Ionized	82330	EBV	86663
CALCIUM URINE 82340	82340	EBV Nuclear AG	86664
Calculus Analysis QN	82360	EBV Viral Cap	86665
Calprotectin Fecal 83993	83993	EIA QL Histoplasma AG (Urine)	87385
CANDIDA IGA, IGG, IGM 86628x3 (Total price)	86628	EIA QL MLT AG Inf (Blasto)	87449
CANDIDA DNA, DIR PROBE	87480	EIA QL Rotavirus AG	87425
CARBAHAZEPINE 80156	80156	ELECTROLYTES 80051	80051

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Carbon Monoxide	82375	ENA AB	86235
Carcinoembryonic Antigen	82378	ENA AB (J01)	86235
Cardiolipin Antibody	86147	Enzyme ACT Nonrad Subs	82657
Carmitine	82379	Enzyme Immunoassay (EIA)	87329
Carotene	82380	HEPATITIS C 86803	86803
Erythropoietin	82668	HEPATITIS C QN 87522	87522
ESR	85651	HEPATITIS PANEL 80074	80074
Estradiol	82670	HETEROPHILE AB 86308 MONO SCREEN	86308
Estrilol	82677	HFE Gene Analysis Common Variant	81256
Estrogen Total	82672	HGB A1C 83036	83036
Estrone	82679	Histamine	83088
F2 Gene Anal 20210G A Var	81240	HISTOPLASMA AB	86698
F5 Gene Anal Leiden Var	81241	HIV CONFIRMATION 86689	86689
Factor V Activity	85220	HIV-1 AG w/HIV-1 & HIV-2 AB	87389
Factor VIII Antigen (part of VonWillebrand prof.)	85246	HIV-1, RNA, QNT 87536	87536
Factor VIII Assay (part of VonWillebrand prof.)	85240	HIV-1/HIV-2 AB SCREEN 86703	86703
Factor VIII Cofactor (part of VonWillebrand prof.)	85245	HLA Typing Single A/B/C	86812
Factor Vw Multin Anal	85247	Homocysteine	83090
Factor X	85260	HPV AMP	87621
Feta feces, Quantitative	82710	HPV Genotype 16 18/45	87625
FDP / PSP Agglut SQ	85362	HPV HR Genotypes	87624
FERRITIN 82728	82728	HSV	86695
Fetal Chromosomal Aneuploidy Genomic Sequence Analys	81420	HSV	86696
Fibrinogen	85384	HSV, DNA, AMP Probe	87529
Fibrospect	83520	HSV, DNA, Quant (HSV1 and HSV2); Will be billed 2 per pt	87530
FLOW CYTOMETRY, CELL SURFACE, CYTO/NUC MARKER	88184	Hydroxprogesterone 17D	83498
FLOW CYTOMETRY, CELL SURFACE, CYTO/NUC MARKER	88185	Hydroxyindolacet 5 (HIAA)	83497
Flour AB Scr (HU AB 1FA)	86255	IAAD 1A SHIGA-LI	87427
Flour AB Scr (Purkinje)	86255	IADNA S. AUREUS METHICILLIN RESISTANT AMP PRB TQ	87641
Flour AB Titer (C ANCA)	86256	IBD Screen	81479
Fluorescent Antibody Screen	86255	IF Direct	88346
FOLATE	82746	IF Direct / Indirect (Ref)	88346
Folic Acid	82747	IF Indirect	88347
Fructosamine 82985	82985	IF Polyvalent MLT ORG AG	87300
FSH 83001	83001	IGG Subclass 1-3	82787
FTA TREPONEMAL (Syphilis)	86780	Immature Platelet Fraction	85055
Fungal Smear Skin/Hair (KOH)	87220	Immune QL	83516
G6PD Quant	82955	Immune QL/SQ MLT	83516
GAD-65 AB (Acetylcholine Recept AB)	83519	Immunoassay QN Protein	83520
GAD-65 AB (Acetylcholine Recept AB (BK))	83519	Immunoassay QN Other	83520
GAD-65 AB (Acetylcholine Recept AB (MD))	83519	Immunoassay, RIA, NOS	83520
GAD-65, IA-2 and insulin antibody	Misc	Immunodiffusion Ouchterlony	86331
Gammaglobulin IGE	82785	Immunofix Electro OTH	86335
Gammaglobulin Total (IGA)	82784	Immunofixation	86334
GARDNER VAG, DNA, DIR PROBE	87510	Infect MLT ORG AMP Staph	87801
GARLIC IGG 86001	86001	INFECTIOUS AGENT,NUCLEIC ACID	87660
Gastrin	82941	INFLUENZA A & B 87400	87400
GC PCR	87591	INFLUENZA A & B PCR 87804	87804
GENERAL HEALTH PANEL 80050	80050	Inhibin A	86336
GGTP 82977	82977	Insulin AB	86337
GI Enteric Pathogen Panel 3-5 Targets	87505	Insulin Free	83527
GI Enteric Pathogen Panel 6-8 Targets	87506	Intrinsic Factor AB	86340
GI Enteric Pathogen Panel 9-11 Targets	87506	Iodine	83789
Glucagon	82943	IRON & IBC (IRON SAT PANEL) 83540, 83550	83540, 83550
GLUCOSE 82947	82947	IRON BINDING 83550	83550
Glucose Blood Monitor Device	82962	Iron Saturation Panel	300370
GLUCOSE SCREEN 82950	82950	IRON SERUM 83540	83540
Glucose Tolerance	82951	Islet Cell AB	86341
Glucose Tolerance Addl Spec	82952	Islet Cell Antibody Screen w/reflex to titer	Misc
GM1 Ganglioside Autoantibodies	83520	IAK2 Gene Analysis	81270
Goat Milk IGE 86003	86003	Keppra	80177
Gram Stain	87205	Lactate/Lactic Acid	83605
Gross & Micro Level IV	88305	Lamotrigine	80175
GROUP A STREP CULTURE 87081	87081	LDH 83615	83615
Growth Hormone, HGH	83003	LDH Isoenzymes	83625
H. PYLORI 86677	86677	LDL DIRECT MEASURE 83721	83721
H. Pylori Antigen, EIA, stool	87338	LEAD 83655	83655
H. PYLORI BREATH TEST	83013	Leuko AB ID (Myelo)	86021
Haemophilus Influenza Antibody	86684	Leukocyte/WBC Count, Auto	85048
Haptoglobin 83010	83010	LIPASE 83690	83690
HC HTLV I/II AB	86790	LIPID PANEL 80061	80061
HC IMMATURE PLATELET FRACTION	85055	Lipoprotein	83695
HCG QUANTITATIVE 84702	84702	Lipoprotein Fractionation Ultracentrifugation	82405/83769/84478
HDL-CHOLESTEROL 83718	83718	Lithium	80178
Heavy Metals, Blood (Includes arsenic)	82175	LP Fractn ION Mobility	83704
Heavy Metals Screen, Quant	83018	Luteinizing Hormone	83002
HEMATOCRIT 85014	85014	LYME 86618	86618
HEMOGLOBIN 85018	85018	Lyme Disease AB Confirm (IGG)	86617
HEMOGLOBINOPATHY EVALUATION	83021	Lyme Disease AB Confirm (IGM)	86617
Hep A AB Total	86708	MAGNESIUM 83735	83735

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HEP B CORE IGM 86705	86705	Mercury	83825
Hep B E AB	86707	Metanephries 83835	83835
HEPATIC PANEL 80076	80076	Metanephries Plasma	83835.2
HEPATITIS A IGM 86709	86709	Methemoglobin	83050
HEPATITIS B CORE ATB 86704	86704	Methylmalonic acid	83921
Hepatitis B QN (PCR)	87517	Microalbumin Random Urine	82044
HEPATITIS B SURFACE AG 87340	87340	MICROALBUMIN URINE 24 HR 82043	82043
HEPATITIS B SURFACE AG Neutralization	87341	Microsomal AB	86376
HEPATITIS B SURFACE ATB 86706	86706	Molecular Pathology Procedure Level 4	81403
Hepatitis BE AG QL	87350	RUBEOLA 86765	86765
Mopath Proc L2	81401	Russell Viper Venom, Diluted	85613
NTHFR Gene BC 81291	81291	SED RATE ESR 85652	85652
MUMPS ANTIBODY 86735	86735	Selenium	84255
Nyctophenolic Acid	80180	Semen Analysis Strict Morphologic Criteria	89322
Nyctoplasma	87109	SENSITIVITY STUDIES	87186
Nyctoplasma AB	86738	Serotonin	84260
Nyctoglobulin	83874	Sex Hormone Bind Glob	84270
N-Telopeptide, Serum	82523	Sheep Milk IGE 86003	86003
Nasal Smear for Eosinophils	89190	Sickle Cell RBC	85660
Natural Killer Cells TOT CMT	86357	Sirolimus	80195
Nephelometry EA Analyte	83883	Smear, Flour Stain, Acid Fast	87206
NICOTINE & METABOLITES 83887/G0480	83887/G0480	SMITH ANTIBODY 86235	86235
Nicotine w/metabolite	89323	Smooth Muscle	83516
Nucleotidase	83915	Smr Prim Src C-PLX Spec Stain Ova & Parasits	87209
O&P Conc & Smear (ref lab-combo)	87744/7209	SODIUM BLOOD 84295	84295
Obstetrics Panel	80055	Sodium Urine	84300
Occult Blood Fecal Screen 82270	82270	Somatomedine	84305
Occult Blood Fecal, Immune	82274	Special Stain (Malaria)	87207
Organic Acids QD	83918	Spectrophotometry Urine PDM	84311
ORGANISM ID-AEROBIC 87077	87077	SPEP 84165	84165
Osmolality Blood	83930	Staph Aure Amp Probe	87640
Osmolality Urine	83935	Stone Analysis	82365
OVA & Parasite Smear/Conc/ID	87177	Stool Culture	87045
PAP SCREEN 88142 (G0123)	88142	Stool Culture add ISO	87046
Paraneoplastic Antibodies with Reflux 86255	86255	Streptococcus Pneum AB IGG-14	86317
Paraneoplastic Antibodies with Reflux 83519	83519	T Cell Absolute CD4/CD8 CT/RAT	86360
Paraneoplastic Antibodies with Reflux 83520	83520	T Cell Natural Killer & B cell subsets	86481
Parvovirus Antibody	86747	T Spot	86481
PERTUSSIS BY PCR 87798 x 3	87798	T-3 FREE 84481	84481
PERTUSSIS CULTURE 87265	87265	T3 Total	84480
PERTUSSIS PCR	83898	T3 Uptake	84479
PH Urine PDM	83986	T-4 FREE 84439	84439
Phenobarbital	80184	T-4 TOTAL 84436	84436
Phenytoin Total	80185	Tacrolimus	80197
PHOSPHORUS BLOOD 84100	84100	TESTOSTERONE, FREE 84402	84402
Pinworm Exam	87172	TESTOSTERONE, TOTAL 84403	84403
Platelet Assoc AB ID IGG	86023	Tetanus Antibody	86774
Platlet count	85049	TGF-β1	83520
Polymerase [II] RNA Antibody	83520	TGF-β1 (QUEST)	83520
POTASSIUM BLOOD 84132 K	84132	Theophylline	80198
Potassium Urine	84133	Therapeutic Drug Assays Oxcarbazepine	80183
Prealbumin	84134	Therapeutic Drug Assays Zonisamide	80203
PREG SCREEN SERUM 84703	84703	THROAT CULTURE (RESP) 87070	87070
PREG TEST URINE 81025	81025	Thrombin Time Plasma	85670
Pregnenolone	84140	Thyroglobulin (Immunoassay)	84432
Procalcitonin	84145	Thyroglobulin (LC/MS/MS)	84432
Progesterone	84144	Thyroglobulin Antibody	86800
Proinsulin	84206	Thyroid Antibody Panel	84435/85850
PROLACTIN 84146	84146	Thyroid Peroxidase Antibody	86376
Promethes IBD Test (Immunofluor per Spec)	89350	Thyroid Stim Immne Glob	84445
Promethes Tpm Enzyme	8268/80491	Thyroxine Bind Glob	84442
PROSTAC SPEC ANTIG 84153 PSA (G0103)	84153	TM 6 MNPN	82491
Protein C Activity	85303	TM 6 TGN	82491
Protein EP Other Fluid	84166	TMPT Activity	80375
Protein S Free	85306	Topiramate	80201
PROTEIN TOTAL 84155	84155	Total Insulin	83525
Protein Total Urine 24 hr	84156	Toxin/Antitoxin Assay	87230
Protein, Western Blot Test	84181	TPMT Gene Com Variants	81335
PROTHROMBIN 85610 PT/INR	85610	Tramadol	80480
Protoporphyrin	84202	Transferrin	84466
PSA Free	84154	Transforming Growth Factor BETA	83520
PTH 83970 PARATHORMONE	83970	Transforming Growth Factor BETA 1	83520
PTT Substitute	85732	Trichomonas Vaginalis AMPLII (this is a Quest price)	87661
Pyruvate	84210	TRIGLYCERIDES 84478	84478
QUAD SCREEN - Multiple CPT Codes		Troponin	84484
QUANTIFERON GOLD TB 86480	86480	Trypase	83520
RA QUANT 86431	86431	TSH 84443	84443
Rabies Titer	86382	TASH Receptor	83519
Random Urine for Porphobilinogen	84110	Tumor AG CA 15-3	86300
RAPID STREP 87880	87880	Tumor AG CA 19-9	86301

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RBC AB ID Panel	86870
RENAL FUNCTION PANEL 80069	80069
Renin	84244
Resp Syncytial AG, DFA	87280
Resp Virus Map-Tech 17 Targets	87633
RETICULOCYTE COUNT 85045	85045
REVERSE T3 84482	84482
RH 86901	86901
RHEUMATOID FACTOR 86430	86430
RIBOSOMAL P ANTIBODY 83516	83516
ROUTINE CULTURE-URINE 87086	87086
RPR 86592	86592
RSV	87807
RUBELLA 86762	86762
Rubella AB QN	86762
Viral Culture, Presump ID	87252
Virus ID, Cent Enhanced, Immuno	87254
VITAMIN A	84590
Vitamin B1, Thiamine 84425	84425
VITAMIN B12 82607	82607
VITAMIN B6 84207	84207
Vitamin C	82180
VITAMIN D 1,25 DIHYDROX 82652	82652
VITAMIN D, 25 OH 82306	82306
VITAMIN D3 PANEL	82452/82306
VITAMIN E	84446
Vitamin K	84597
Vma Urine 24 HR	84585
WBC W/ Auto Differential	85004
WET PREP 87210	87210
WOUND CULTURE 87070	87070
YO AB IFA	86225
Zarontin (Ethosuximide)	80168
Zinc RBC	84630

Tumor AG Other AG	86316
Urea Urine 84540	84540
URIC ACID BLOOD 84550	84550
URINALYSIS MICRO ONLY	81015
URINALYSIS W/MICRO 81001	81001
URINALYSIS W/O MCR 81003	81003
URINE PATHOGEN ID	87088
URINE PATHOGEN ID	87086
Valproic Acid	80164
Valproic Acid (Dipropylacetic Acid): Free	80165
VAP Cholesterol Serum (Cardio IQ)	83701
VARICELLA ZOSTER 86787	86787
Vascular Endothelial Growth Factor	83520



Schedule D
Immunization Services

CPT	Description
90620	Meningococcal B, Recombinant - 2 dose (Bexsero)
90621	Meningococcal B, Recombinant - 3 dose (Trumenba)
90632	Hepatitis A Vaccine - Adult
90633	Hepatitis A Vaccine - Ped/Adolescent
90636	Hep A/Hep B Vaccine, Adult
90647	HIB VACCINE, PRP-OMP, IM
90648	HIB (PRP-T, IM)
90651	Human Papilloma Virus (HPV) Gardasil
90657	Influenza Virus - 6-35 mos of age
90658	Influenza
90660	Flu Mist
90662	Flu Zone (65 yrs+)
90670	Prevnar 13
90672	Influenza, Quad, Live Intranasal
90680	Rotavirus (Rotarix)
90682	RIV 4 Vacc Recombinant DNA IM
90686	Influenza Virus - 3 yrs and older
90691	Typhoid Vaccine
90696	Kinrix
90698	DTaP-IPV-Hib (Pediatrics) Pentacel
90700	DTAP
90707	Measles, Mumps, and Rubella Virus (MMR) live
90710	Proquad
90713	Poliovirus Vaccine inactivated (IPV)
90714	Tetanus and Diphtheria (Td) 7 yrs and older
90715	Tetanus, diphtheria toxoids & acellular pertussis (Tdap)
90716	Varicella Virus Vaccine, live (Chicken Pox)
90717	Yellow Fever
90723	DTAP/HEPB/IPV VACCINE,IM
90732	Pneumococcal Polysaccharide Vaccine (Pneumovax 23)
90734	Meningococcal Conjugate Vaccine (Menactra)
90736	Zoster (shingles) Vaccine, live
90744	Hepatitis B Vaccine - Pediatrics Dose
90746	Hepatitis B Vaccine - Adult Dose
90750	Shingrix Vaccine (HZV Vacc)
J1055/J1050	Depo Provera
J3420	Vitamin B

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**Administration Committee, Land Conservation Subcommittee and Planning,
Development & Transportation Committee**

**No. 11d -- RESOLUTION APPROVING BUDGET ADJUSTMENT GENERAL FUND
TRANSFER.**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the Land and Water Conservation Department has submitted the following request for the transfer of General Fund dollars to Land and Water Conservation's departmental budget, which requires approval by a 2/3 vote of the full County Board:

A new vehicle was included as part of the 2019 budget with a purchase order being submitted to Ewald Automotive Group on 10/24/2019 for the purchase of a 2020 Ram 1500. Ewald was contacted on 1/9/2020 for a production update. Anticipating delivery in late January/early February, the department did not submit a carryover request from the 2019 budget to the 2020 budget. They were then notified that the vehicle would be delivered on 3/25/2020.

Amount: \$24,212

and

WHEREAS, it is desirous to transfer the requested \$24,212 to the Land and Water Conservation departmental budget by transferring \$24,212 from the General Fund to the Land and Water Conservation departmental budget; and

WHEREAS, this budget adjustment is necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the funds mentioned above shall be transferred as stated above.

Respectfully submitted,

ADMINISTRATION COMMITTEE

LAND CON SUBCOMMITTEE

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-038R

Authored by Land & Water Conservation Department
Approved by Corporation Counsel's Office

Fiscal Note: This Resolution requires an appropriation of \$24,212 from the General Fund.

A motion was made by Supervisor Dantine and seconded by Supervisor Landwehr “**to adopt.**” Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11D
ON THE FOLLOWING PAGE

LAND AND WATER CONSERVATION

Brown County

2019 TECHNOLOGY WAY, STE. 104
GREEN BAY, WI 54311

PHONE (920) 391-4620 WEB: www.browncountywi.gov

MIKE MUSHINSKI

COUNTY CONSERVATIONIST

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: April 16, 2020

REQUEST TO: Land Conservation, PD&T and Administration Committees; County Board

MEETING DATE: May 26, 2020, June 4, 2020 and June 17, 2020 respectively

REQUEST FROM: Mike Mushinski, County Conservationist

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION APPROVING BUDGET ADJUSTMENT GENERAL FUND
TRANSFER

ISSUE/BACKGROUND INFORMATION:

A new vehicle was included as part of the 2019 budget with a purchase order being submitted to Ewald Automotive Group on 10/24/2019 for the purchase of a 2020 Ram 1500. Ewald was contacted on 1/9/2020 for a production update. Anticipating delivery in late January/early February we did not submit a carryover request from the 2019 budget to the 2020 budget. We were then notified that the vehicle would be delivered on 3/25/2020.

ACTION REQUESTED:

To Approve

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. Is there a fiscal impact? ☒ Yes ☐ No
 - a. If yes, what is the amount of the impact? \$24,212
 - b. If part of a bigger project, what is the total amount of the project? \$ _____
 - c. Is it currently budgeted? ☐ Yes ☒ No
 1. If yes, in which account? _____
 2. If no, how will the impact be funded? From the general fund.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

lld

Education & Recreation Committee

No. 11e -- RESOLUTION TEMPORARILY WAIVING NEVILLE PUBLIC MUSEUM ATTENDANCE FEES.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, on March 18, 2020, the County Board approved of the Neville Public Museum (the Museum) temporarily waiving its admission fee on the days of June 26, 27 and 28, 2020, in order to allow the Museum to host a Public Grand Opening to celebrate its Core Gallery Renovation, a renovation that was primarily funded by Brown County, with additional, ongoing private support provided by the Neville Public Museum Foundation; and

WHEREAS, due to a delay in installation due to the Covid-19 Pandemic, the Neville Public Museum is postponing its Public Grand Opening of the Core Gallery Renovation to Wednesday, August 5, 2020, and the Museum admission fee should no longer be waived on the days of June 26, 27 and 28, 2020; and

WHEREAS, the Museum now desires to have the Museum admission fee waived on the first Wednesday of the month known as "Explorer Wednesday" from 9am-8pm on August 5th, September 2nd, October 7th, November 4th, and December 2nd, 2020 to reflect the loss in public accessibility of the gallery while the renovations were in progress, since May of 2019.

NOW THEREFORE BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that: **1)** the Museum admission fee shall no longer be waived on the days of June 26, 27 and 28, 2020; and **2)** the Museum fee shall be temporarily waived on the days of August 5th, September 2nd, October 7th, November 4th, and December 2nd, 2020.

Fiscal Note: This resolution does not require an appropriation from the general fund. Historically, Explorer Wednesdays have not generated revenue therefore no revenue was budgeted for in the 2020 Budget.

Respectfully submitted,

EDUCATION AND RECREATION
COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-020R

Authored by Corporation Counsel at Request of the Museum

Approved by Corporation Counsel

A motion was made by Supervisor Dorff and seconded by Supervisor Lefebvre **"to adopt."**
Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENT TO RESOLUTION #11E

210 Museum Place
Green Bay, WI 54301

(920)448-4460
NevillePublicMuseum.org



Beth Lemke
Executive Director

(920)448-7848
Lemke_BA@co.brown.wi.us

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-27-2020
REQUEST TO: Education and Recreation Committee
MEETING DATE: 06-03-2020
REQUEST FROM: Beth Lemke
Executive Director

REQUEST TYPE: ☐ New resolution **X** **Revision to resolution**
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TEMPORARILY WAIVING NEVILLE PUBLIC MUSEUM ATTENDANCE FEES

ISSUE/BACKGROUND INFORMATION:
Please see self-explanatory Resolution, attached.

ACTION REQUESTED: To consider and approve.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? \$ *This resolution does not require an appropriation from the general fund. Historically, Explorer Wednesdays have not generated revenue therefore no revenue was budgeted for in the 2020 Budget.*
2. Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? 100.058.001.4600
 - b. If no, how will the impact be funded? reduction of a supply line
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**



Bridging Communities • Connecting Generations

11e

Public Safety Committee

No. 11f -- **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED: INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY FOR MEDICAL EXAMINER SERVICES. (HEREAFTER REFERRED TO AS THE "CONTRACT")**

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, the below mentioned Committee(s) reviewed a request for the County to enter into the Contract, attached to and incorporated herein via attachment and reference, and determined that there is a need, and that it is desirable, for the County Board to authorize and direct that the appropriate County Officer, Official and/or Agent do so.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby authorizes and directs that the appropriate County Officer, Official and/or Agent take any and all actions necessary to enter into the Contract.

Respectfully submitted,

PUBLIC SAFETY COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-045R

Authored by: Corporation Counsel Office

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The Medical Examiners 2020 budget has sufficient funds to cover the increase expense of \$31,000.

A motion was made by Supervisor Lund and seconded by Supervisor Schultz **"to adopt."** Vote taken. Motion carried unanimously with no abstentions.

ATTACHMENTS TO RESOLUTION #11F
ON THE FOLLOWING PAGES

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-27-2020
REQUEST TO: Public Safety
MEETING DATE: 06-02-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT ENTITLED:
INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN
COUNTY FOR MEDICAL EXAMINER SERVICES**

ISSUE/BACKGROUND INFORMATION:

Resolution Approving Medical Examiner Services

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

What is the amount of the fiscal impact? \$ Fiscal Note: This resolution does not require an appropriation from the General Fund. The Medical Examiners 2020 budget has sufficient funds to cover the increase expense of \$31,000.

Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

11/8

INTERGOVERNMENTAL AGREEMENT BETWEEN DANE COUNTY AND BROWN COUNTY FOR
MEDICAL EXAMINER SERVICES

This Intergovernmental Agreement ("Agreement") is entered into by and between Dane County, whose address is c/o Medical Examiner's Office, 3111 Luds Lane, McFarland, Wisconsin, 53558 ("Dane County") and Brown County, whose address is c/o Medical Examiner's Office, Law Enforcement Center, Lower Level, 300 E Walnut Street, Green Bay, Wisconsin, 54301 ("Brown County"), both quasi-municipal corporations in the State of Wisconsin. Hereinafter, Dane County and Brown County referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Brown County currently receives autopsy services from Dane County and is interested in appointing Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner and Deputy Medical Examiners (individually or collectively "Medical Examiner") to provide Medical Examiner services in Brown County; and,

WHEREAS, Brown County would also like to enlist the services of Dane County's Director of Operations for its Medical Examiner's Office to provide administrative services to Brown County; and,

WHEREAS, Dane County is interested in providing these services to Brown County as part of a cooperative agreement; and,

WHEREAS, the Parties are authorized to enter into an Intergovernmental Agreement for services pursuant to 66.0301, Wisconsin Statutes; and,

WHEREAS, it would be beneficial for both Parties to share resources and expertise to perform the statutory duties of a Medical Examiner; and,

WHEREAS, Brown County anticipates entering into subcontracts, with terms as consistent as possible to this Agreement, with Door County and Oconto County to provide Medical Examiner services; and

WHEREAS, the Parties recognize that the long-term goal of Brown County is to construct its own Medical Examiner's Office facility with a physician and oversight to be provided by Dane County; and,

WHEREAS, Dane County and Brown County desire to enter into this Agreement whereby the Dane County Medical Examiner's Office will provide Medical Examiner services, autopsy medicine, training, oversight and administrative services, including some limited IT support, for and on behalf of the Brown County Medical Examiner's Office.

NOW THEREFORE, in consideration of the above premises and the mutual covenants of the Parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each Party, Dane County and Brown County do agree as follows:

1. RECITALS. The above recitals are true, correct and incorporated herein.
2. DEFINITIONS.
 - a. "Autopsy-related Services" shall mean the autopsy, digital photos and digital x-rays, where appropriate, for adults and children. It shall also include preparation and court time for expert testimony in cases involving criminal prosecution. It does not include testimony-related travel time or lodging and transportation expenses which shall be billed out at cost. The cost of infant skeletal surveys performed outside of the Medical Examiner's Office shall not be included in the services covered pursuant to this Agreement.
 - b. "Mass Fatality Event" shall mean more than five deaths resulting from a single event.
 - c. "Medical Examiner's Office" shall mean the Brown County Medical Examiner's Office unless otherwise specified.
 - d. "Partners" or alternatively "Partner Counties" shall mean, collectively and exclusively, Brown and the anticipated Door and Oconto Counties, contingent on obtaining a valid executed agreement with each County providing Medical Examiner services pursuant to this Agreement.
3. TERM. The term of this Agreement shall be from January 1, 2020 or as soon thereafter as approved by both Parties' Boards of Supervisors and executed by both Parties and shall continue through December 31, 2021 ("Term"). This Agreement may be extended for an additional period by mutual written agreement of the Parties ("Renewal Term").

The Parties shall have a joint meeting by July 31, 2020, to review service levels and autopsy volumes. Additionally, the Parties shall schedule a meeting prior to June 20, 2021 to discuss an extension to this Agreement.

4. SCHEDULE AND SCOPE OF WORK. During the Term of this Agreement, the Chief Medical Examiner, the Deputy Chief Medical Examiner, and Deputy Medical Examiners of Dane County shall act as the Chief Medical Examiner, the Deputy Chief Medical Examiner, and the Deputy Medical Examiners for Brown County. The Dane County Director of Operations or designee, under the direction of the Dane County Chief Medical Examiner, shall act as the Director of Operations for Brown County and shall provide oversight and administrative services as further described herein. The Dane County Director of Operations, Chief Medical Examiner or designee shall be available at all times (24 hours per day, 7 days per week) to provide direction to Partner County investigative staff. Additionally, for the 104 weeks of this Agreement, the Director of Operations or designee will be on site at the Medical Examiner's Office an average of 23 hours per week to include travel time.
5. ADMINISTRATIVE SERVICES. The Dane County Director of Operations or designee shall provide administrative and consultation services to Partner Counties which shall include:
 - a. To manage and directly supervise the investigatory and administrative staff of the Medical Examiner's Office. All disciplinary or corrective actions concerning employees of Brown County providing Medical Examiner services shall be the responsibility of Brown County, after consultation with and recommendations from the Dane County Chief Medical Examiner and/or the Director of Operations. Dane County shall bring any employee performance issues to the attention of the Brown County Administrator or designee;
 - b. To manage the Medical Examiner's Office budget and make recommendations regarding budget appropriations;
 - c. To engage Brown County Technology Services, Administrative and Finance staff regarding records management and support to Medical Examiner's Office staff;
 - d. To work with Partner County District Attorney and law enforcement officials in developing clear investigatory protocol and identification of best practices for use of Dane County expertise;
 - e. To work with Partner County criminal justice, public health and funeral home partners to build and strengthen professional relationships;

- f. To implement policies and procedures for the Medical Examiner's Office;
- g. To participate in the hiring process for administrative and investigative staff in the Medical Examiner's Office and to make recommendations as to hiring decisions.
- h. To review and make recommendations for staffing levels of the Medical Examiner's Office to establish adequate coverage;
- i. To facilitate training in death investigations and recommend outside training for investigative staff as needed;
- j. To work with Brown County to address any current or future issues regarding the operation of the Medical Examiner's Office;
- k. To work closely with Brown County and the appropriate oversight committees to perform the functions required pursuant to this Agreement;

6. CASE REVIEW AND AUTOPSY SERVICES:

- a. Dane County's Chief Medical Examiner, Deputy Chief Medical Examiner, and Deputy Medical Examiners shall perform the statutory functions of Medical Examiner in Brown and Partner Counties;
- b. During death scene response or other death investigations, the Director of Operations for Dane County will work with Brown County staff to establish case review protocols, and to facilitate communication with a Dane County forensic Pathologist to allow for case triage. The physician medical staff from Dane County will work with medicolegal death investigators to determine whether an autopsy or additional forensic examination should take place. Consideration will be given to the needs of other criminal justice partners, and the statutory authority of the District Attorney to independently order an autopsy will be recognized and followed;
- c. Dane County shall provide a forensic pathologist response to homicide cases or other cases where a complicated scene examination is appropriate. The need for this response shall be determined by the Medical Examiner in consultation with those at the scene;
- d. Dane County shall provide autopsy-related services pursuant to this Agreement. Toxicology testing, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County and are not included in this Agreement; and
- e. The Medical Examiner or designee shall cooperate with Brown County Public Health and participate in the Child Death Review Team as necessary.

7. IT SERVICES. During the Term of the Agreement, Dane County agrees to host and maintain the case management system for Brown County's Medical Examiner's Office. Application staff will provide ad hoc queries, programming changes (including application redeployment), database administration and troubleshooting. Communication between counties will be through a dedicated liaison in the ME's office or Dane County Help Desk.

Brown County agrees that it shall be responsible for all actual costs incurred by Dane County to host and maintain the case management system as described herein. Brown County agrees to make such payments for services rendered under this Agreement as specified in the attached Schedule A, which is fully incorporated herein by reference. Billing shall be accomplished in the same manner as the billing for services provided in the Agreement. The costs listed in Schedule A are based upon Brown County's estimate of the number of users and devices of the required applications, and Dane County's reasonable estimate of the number of hours required for Dane County IT staff to provide support. If during the Term, it is determined that the estimates for IT services are inaccurate, Dane County shall notify Brown County of a potential adjustment in costs. If the cost adjustment results in an increase in an amount listed in Schedule A, Brown County agrees to remit payment for the increased amount.

8. TURNAROUND TIME. Dane County Medical Examiner's Office performs autopsies seven (7) days a week. Dane County is aware that time is of the essence in providing the services pursuant to this Agreement and shall make every effort to adhere to the timeline established in this paragraph.
- a. In the case where an autopsy is to be completed, the body will be transported from the temporary Duck Creek morgue facility, or other county owned cooler facility, promptly after accession. This will happen the same day the death is discovered provided the death is discovered and the body is at the Brown County cooler before 6:00 p.m. on any day. If accession occurs after 6:00 p.m. the body will be retrieved during the same overnight period and as soon as transportation can be arranged. The body will be autopsied the day following discovery and then returned to the cooler facility on the same day the autopsy is completed. This will generally allow for a 24-36 hour turnaround time.
 - b. Exceptions to this scenario may include: (i) homicide cases where the respective District Attorney or law enforcement agency requires that the body be held; (ii) complicated traumatic cases where a prolonged autopsy is required or it is in the best interest of the criminal justice partners to provide an additional forensic examination of the body; (iii) adverse weather situations where travel is

treacherous; or (iv) other situations outside of Dane County's control (i.e. mass casualty, emergency transportation issues).

9. REFRIGERATED TRANSPORTATION. Dane County recognizes that time is of the essence and that it will take the necessary steps to maintain refrigerated transportation capabilities upon execution of this Agreement. Brown County acknowledges that any vehicle that is outfitted with refrigeration capabilities is a special purpose vehicle which may not be readily available.

10. GENERAL SERVICES.

- a. Specific scheduling of the tasks and responsibilities identified herein shall be established by mutual agreement of the Parties.
 - b. Each Party shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In receiving services under this Agreement, each Party agrees to cooperate with the various departments, agencies, employees and officers of the other.
 - c. Each Party agrees to secure, at the Party's own expense, all personnel necessary to carry out the Party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other Party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other Party.
 - d. Brown County will attempt to subcontract with Door County and Oconto County to provide services pursuant to this Agreement. All subcontract terms shall be as consistent as possible with the terms of this Agreement. Failure to subcontract shall not trigger the 90 day termination clause, but may require an amendment to this Agreement. No additional subcontractors shall be subject to this Agreement unless mutually agreed upon by the Parties through a written amendment to this Agreement.
11. CONFLICT OF INTEREST. Employees providing Medical Examiner services pursuant to this Agreement shall be prohibited from having outside employment which may create an actual or perceived conflict of interest or which may conflict with the statutory duties of the Medical Examiner's Office. This includes, but is not limited to, employment with funeral homes, cemeteries and organ/bone/tissue agencies.

12. RECORDS. All records related to Brown, Door and Oconto County ("County") autopsy cases performed by the Medical Examiner and other services provided pursuant to this Agreement shall be that County's records and that County shall be the custodian of these records for purposes of public records requests. Records shall be sent to the appropriate County as soon as possible while a case is pending. Requests for records of County cases received by the Dane County Medical Examiner's Office shall be transmitted to the appropriate County as soon as possible after receipt. Each County shall be responsible for managing and responding to all public records requests and shall defend hold harmless and indemnify Dane County, its officers, agents, boards, commissions, representatives and employees from any and all losses, claims, liabilities, suits, or actions of whatsoever nature resulting from or arising out of responding to public records requests involving its County cases.
13. HIPAA. Each Party agrees that it will abide by all State of Wisconsin and federal laws governing the unauthorized disclosure of personal health information and will defend, indemnify and hold the other Party harmless for damages and costs of any kind resulting from the unauthorized disclosure of such information by its employees or officers as may be determined by a competent trier of fact.
14. OFFICE EXPENSES. All costs associated with the Medical Examiner's Office not specifically included in this Agreement, including, but not limited to, employees' salaries and benefits, purchase and maintenance of equipment and vehicles, office and medical-related supplies and utilities, shall be the responsibility of the respective Partner County. All costs associated with Mass Fatality Events shall be the responsibility of Brown County or Partner Counties.
15. PAYMENT. Brown County agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference. At the end of 2020, the Parties shall review the number of autopsies completed pursuant to this Agreement, and a reconciliation shall occur. If the Autopsy number exceeds 220, each additional Autopsy shall be billed to Brown County. If the Autopsy number is less than 220 Dane County shall reimburse Brown County for the number of autopsies which represents the difference between the number of autopsies done and 220. All adjustments shall be at the Schedule A Autopsy rate. At the end of 2021, a reconciliation shall also occur. If the autopsy rate exceeds 220, each additional autopsy shall be billed to Brown County. If the autopsy number is less than 220, Dane County shall reimburse Brown County for the number of autopsies which

represents the difference between the number of autopsies done and 220. All adjustments shall be at the Schedule A Autopsy rate. Any charges exceeding the amounts identified in Schedule A must be presented to and approved by Brown County prior to submitting a request for payment.

At the end of 2020, a reconciliation of External Exams shall also occur. If External Examinations exceed 9 in 2020, each additional External Examination shall be billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 9 Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 9. All adjustments shall be made at the Schedule A External rate. At the end of 2021 a similar reconciliation shall occur. If External Examinations exceed 9 each additional External Examination shall be billed to Brown County at the Schedule A External Examination rate. If the total number of External Examinations is less than 9, Dane County shall reimburse Brown County for the number of External Exams that represents the difference between the number of External Exams completed and 9. All adjustments shall be made at the Schedule A External rate.

All costs associated with a Mass Fatality Event shall be the responsibility of the respective Partner County. Autopsy and External Exam services shall be billed as specified in Schedule A.

The fees established in Schedule A are based on the personnel costs that are reasonably anticipated by Dane County. However, certain benefit costs for the term of this Agreement may be subject to increase. Brown County agrees to pay any increased employee benefit costs defined as the difference between the allocated benefit costs in Schedule A and the actual benefit costs to Dane County for work performed pursuant to this Agreement. Insurance benefit costs shall not exceed 8% for 2020 and 10% for 2021.

Both Parties to this Agreement understand that the Agreement is subject to annual funding continuation by their mutual county boards, and in the event that subsequent year funding for either the Dane County Medical Examiner or Brown County's payment for cases performed by the Dane County Medical Examiner is withdrawn by a county board, this Agreement may be terminated.

16. DISPUTE RESOLUTION. The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between senior executives of the Parties, or their designees, who have authority to settle the same. In the case of medically-related matters, if the Parties are unable to reach consensus, the decision of the Dane County Chief Medical Examiner or Deputy Chief Medical Examiner shall prevail.

17. TERMINATION. If, through any cause, a Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if a Party shall violate any of the covenants or stipulations of this Agreement, the other Party shall thereupon have the right to terminate this Agreement by giving one hundred eighty (180) days' written notice to the violating Party of such termination and specifying the effective date thereof without further obligation. Either Party may terminate this Agreement for any reason upon six months' written notice to the other Party without further obligation after the termination date.

Except as provided in this paragraph, and paragraph 15 herein, there shall be no other termination of this Agreement, during its Term, without prior written consent of both Parties.

18. ASSIGNMENT/TRANSFER. No Party shall assign or transfer any interest or obligation in this Agreement, without the prior written consent of the other Party unless otherwise provided herein, provided that claims for money due or to become due to Dane County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to Dane County shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement.

19. ADDITIONAL PARTNERS. The Parties agree that Brown County will subcontract with Door County and Oconto County to provide Medical Examiner services pursuant to this Agreement. No additional partners may be added by contract or otherwise to receive services from the Medical Examiner's Office without prior written consent of Dane County and written amendment to this Agreement.

20. DELIVERY OF NOTICE. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested, or delivered by a recognized overnight carrier service with proof of delivery and addressed to the appropriate party as follows:

Dane County: Dane County c/o Medical Examiner's Office
3111 Luds Lane
McFarland, Wisconsin 53558
Phone: (608)284-6000
Email: irmen@countyofdane.com

Brown County: Brown County
Chad Weininger, Director of Administration
305 E. Walnut Street
PO Box 23600
Green Bay, Wisconsin 54301
Phone: (920) 448-4035
Email: Weininger_CJ@co.brown.wi.us

All other correspondence may be sent by U.S. mail addressed as noted above. At any time either Party may change the contact information by sending notice as stated above to the other Party.

21. INDEMNIFICATION. Each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each Party shall be responsible for the consequences of its own acts errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of the Parties to impose liability beyond that imposed by state statutes.

22. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no

way impair or prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.

23. **NON-DISCRIMINATION.** During the term of this Agreement, both Parties agree not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). Both Parties agree to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law, setting forth additional bases and exceptions shall be permitted only to the extent allowable in state or federal law. In all solicitations for employment placed on a Party's behalf during the Term of this Agreement, the Party shall include a statement to the effect that the Party is an "Equal Opportunity Employer."
24. **CIVIL RIGHTS COMPLIANCE.** Brown County's Civil Rights Compliance Plan shall govern Brown County's activities.
25. **CONTROLLING LAW AND VENUE.** It is expressly understood and agreed to by the Parties hereto that in the event of any disagreement or controversy between the Parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
26. **LIMITATION OF AGREEMENT.** This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the Parties.

27. ENTIRE AGREEMENT. The entire Agreement of the Parties is contained herein and in the attached Schedule A. This Agreement supersedes any and all oral agreements and negotiations between the Parties relating to the subject matter hereof.
28. AMENDMENT. The Parties expressly agree that this Agreement shall not be amended in any fashion except in writing executed by both Parties.
29. COUNTERPARTS. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
30. HEADINGS. The section titles have been inserted in this Agreement primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.
31. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
32. COMPLIANCE. Each Party warrants for itself that it has complied with all applicable statutes, rules, orders, ordinances, requirements and regulations to execute this Agreement and that the person executing this Agreement on its behalf is authorized to do so.

IN WITNESS WHEREOF, Dane County and Brown County, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all Parties hereto have affixed their respective signatures, as indicated below.

FOR BROWN COUNTY:

Date Signed: _____
Troy Streckenbach, Brown County Executive

Date Signed: _____
Sandy Juno, Brown County Clerk

FOR DANE COUNTY:

Date Signed: _____
Joseph Parisi, County Executive

Date Signed: _____
Scott McDonell, County Clerk

SCHEDULE A:
SERVICES AND COSTS

Office Administration and Oversight Provided by Director of Operations or Designee

Jan-Dec 2020: 23 hours per week

Jan-Dec 2021: 23 hours per week

Forensic Case Review; every case, every time

2020 (1010 cases)

2021 (1015 cases)

Pathologist Management

2020: 4 hours per week

2021: 4 hours per week

Autopsy Medicine and External Examination Rates

2020: 220 autopsies (\$1209.06 each) plus Transportation costs

9 external exams (\$602.21 each) plus Transportation costs

Rate for 221 or more autopsies: \$1209.06 autopsy + \$653.78 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 10 or more external exams: \$602.21 exam + \$653.78 transportation per exam (Transportation represents 2 – Round Trips)

2021: 220 autopsies (\$1255.00 each) plus Transportation costs

9 external exams (\$627.02 each) plus Transportation costs

Rate for 221 or more autopsies: \$1255.00 autopsy + \$664.18 transportation per autopsy (Transportation represents 2 – Round Trips)

Rate for 10 or more external exams: \$627.02 exam + \$664.90 transportation per exam (Transportation represents 2 – Round Trips)

Transportation

Transport costs from Duck Creek Morgue facility or other Brown County Morgue Facility to Dane County (round trip) to retrieve decedent and an additional round trip from Dane County to the Brown County morgue to return the decedent.

Based on the number of autopsies and external exams performed. See Autopsy Medicine and External Exam rates.

Meals and Lodging – Forensic Pathologist

Jan – Dec 2020	1.25 nights per month 15 x \$90.00
Jan – Dec 2021	1.25 nights per month 15 x \$95.00

Meals and Lodging – Director of Operations or Designee

Jan – Dec 2020	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$39.00
Jan – Dec 2021	2.25 nights / wk. @ \$90.00 per night 2.5 Meal Stipend per week at \$39.00

Meals, Lodging and Travel - Director of Operations participation in building project – New ME Building

Jan – Dec 2020	13 additional hotel stays -@ \$90.00/Night 1.75 Meal Stipend for 26 days - \$39.00/Day 26 additional round trips 276 miles x .565 x 26 wks.
Jan – Dec 2021	13 additional hotel stays -@ \$90.00/Night 1.75 Meal Stipend for 26 days - \$39.00/Day 26 additional round trips 276 miles x .565 x 26 wks.

Building

This Agreement shall be amended upon the completion of Brown County's new morgue facility to reflect staffing and cost adjustments.

Storage Costs

- *Dane County shall store a body for up to five days at its expense
- *Agreement includes 10 additional days of storage at no cost to Brown County
- *All other storage costs shall be billed at \$50.00 per day

**Mass Fatality Events shall be billed at the Autopsy Medicine and External Examination Rate plus transportation, food and lodging which shall be billed at cost.

**Toxicology panels, all histology, infant x-rays and subsequent interpretation, and any other specialized testing shall be billed directly to Brown County.

**Transportation time and costs, meals and lodging for expert testimony shall be billed out at cost.

IGA Breakdown
Schedule A

<u>SERVICE</u>	<u>2020</u>	<u>2021</u>
<u>Administration and Oversight</u>	<u>\$87,409.40</u>	<u>\$91,837.20</u>
<u>Forensic Case Review</u>	<u>\$46,492.32</u>	<u>\$48,404.98</u>
<u>Pathologist Management</u>	<u>\$57,068.16</u>	<u>\$59,062.40</u>
<u>Autopsy Medicine</u>	<u>\$265,993.20</u>	<u>\$276,100.00</u>
<u>External Medicine</u>	<u>\$5,419.89</u>	<u>\$5,643.09</u>
<u>Decedent Transportation</u>	<u>\$149,715.62</u>	<u>\$152,097.22</u>
<u>Mileage, Meals, Lodging Pathologists</u>	<u>\$6,028.56</u>	<u>\$6,103.56</u>
<u>Mileage, Meals, Lodging Admin Staff</u>	<u>\$32,891.82</u>	<u>\$33,541.82</u>
 <u>DC DIM Application Staff Support</u>	 <u>\$903.00</u>	 <u>\$903.00</u>
<u>Administration Fee</u>	<u>\$1,950.00</u>	<u>\$1,950.00</u>
<u>Remote Desktop CAL Maintenance</u>	<u>\$195.84</u>	<u>\$195.84</u>
<u>MS Office/Core CAL Maintenance</u>	<u>\$1,494.72</u>	<u>\$1,619.28</u>
 <u>Sub Total</u>	 <u>\$655,562.53</u>	 <u>\$677,458.39</u>
<u>4% Admin Fee</u>	<u>\$26,222.50</u>	<u>\$27,098.34</u>
<u>TOTAL</u>	<u>\$681,785.03</u>	<u>\$704,556.73</u>
<u>Less DIM Costs</u>	<u>4,543.56</u>	<u>4,668.12</u>
<u>less DIM 4% Admin fee</u>	<u>\$181.74</u>	<u>\$186.72</u>
<u>Medical Examiner ONLY total</u>	<u>\$677,059.73</u>	<u>\$699,701.88</u>

Administration Committee

No. 11b -- RESOLUTION FOR ADVISORY REFERENDUM REGARDING REDISTRICTING.

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Wisconsin State Statutes Section 59.52(25) provides for a County Board to conduct county-wide referenda for advisory purposes, and reads in its entirety as follows: *“Advisory and contingent referenda. The board may conduct a countywide referendum for advisory purposes or for the purpose of ratifying or validating a resolution adopted or ordinance enacted by the board contingent upon approval in the referendum;”* and

WHEREAS, on 05-07-2020, the Administration Committee directed that an advisory Referendum Resolution be drafted and brought back to said committee for consideration, and that it include the following advisory Referendum question: *“Should the Wisconsin Legislature create a nonpartisan procedure for the preparation of legislative and congressional district plans and maps?”*.

NOW THEREFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes and directs that a County-wide advisory Referendum be conducted, to be held with the November 2020 general election, and that the advisory Referendum question to be presented shall be as follows:

“Should the Wisconsin Legislature create a nonpartisan procedure for the preparation of legislative and congressional district plans and maps?”; and

BE IT FURTHER RESOLVED, that Corporation Counsel shall prepare a Notice of Referendum to be published by the Brown County Clerk in accordance with statutory requirements, that said Resolution and the Notice of Referendum shall be filed with the Brown County Clerk no later than 70 days prior to the election at which the question will appear on the ballot, and that any and all necessary actions be taken by County Officers, Officials and Staff to carry out this advisory Referendum as stated above.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By: /s/ Troy Streckenbach Date: 06/18/2020

20-043R

Authorized by: Administration Committee on 05-07-2020

Approved by: Corporation Counsel Office

Fiscal Note: This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk’s 2020 budget.

A motion was made by Vice Chair Sieber and seconded by Supervisor Hopkins **“to adopt.”**
Roll call vote taken.

Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote	Supervisors	Dist. #	Vote		
Sieber	1	Aye	Vander Leest	10	Nay	Erickson	19	Aye	Aye	15
De Wane	2	Excused	Buckley	11	Nay	Coenen	20	Aye	Nay	10
Chu	3	Aye	Landwehr	12	Nay	Schultz	21	Nay	Abstain	0
Dorff	4	Aye	Dantinne, JR.	13	Nay	Peters	22	Nay	Excused	1
Jacobson	5	Aye	Brusky	14	Aye	Suennen	23	Aye		
Lefebvre	6	Aye	Murphy	15	Nay	Schadewald	24	Aye	Total	25
Friberg	7	Aye	Kaster	16	Nay	Lund	25	Aye		
Borchardt	8	Aye	Van Dyck	17	Aye	Deney	26	Nay		
Evans	9	Nay	Hopkins	18	Aye					

Motion carried.

ATTACHMENT TO RESOLUTION #11B
ON THE FOLLOWING PAGE

CORPORATION COUNSEL

Brown County

305 EAST WALNUT STREET
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600



David P. Hemery
Corporation Counsel

PHONE: (920) 448-4006
FAX: (920) 448-4003
EMAIL: David.Hemery@browncountywi.gov

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 05-07-2020
REQUEST TO: Admin Comm
MEETING DATE: 06-04-2020
REQUEST FROM: Dave Hemery, Corp Counsel
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION FOR ADVISORY REFERENDUM REGARDING REDISTRICTING

ISSUE/BACKGROUND INFORMATION:

Resolution for Nonpartisan Redistricting

ACTION REQUESTED:

Consideration and approval.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

What is the amount of the fiscal impact? **\$ Fiscal Note:** *This resolution does not require an appropriation from the General Fund. The associated expense of approximately \$2,000 will be covered in the County Clerk's 2020 budget.*

Is it currently budgeted? ☒ Yes ☐ No ☐ N/A (if \$0 fiscal impact)

- a. If yes, in which account? _____
- b. If no, how will the impact be funded? General Fund
- c. If funding is from an external source, is it one-time ☐ or continuous? ☐

2. Please provide supporting documentation of fiscal impact determination.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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A motion was made by Supervisor Schadewald and seconded by Supervisor Borchardt **“to suspend the rules and take Items #10a-10e together.”** Vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Schadewald and seconded by Supervisor Kaster **“to adopt Items #10a-10e.”** Vote taken. Motion carried unanimously with no abstentions.

No. 10 -- Standing Committee Reports

No. 10a -- REPORT OF ADMINISTRATION COMMITTEE OF JUNE 4, 2020.

1. Review minutes of: None.
2. Communication from Supervisors Schadewald and Borchardt re: This is our request to have these committees and administration review the potential for reduction of licensing and other fees for those businesses negatively affected by the COVID-19 pandemic. Receive and place on file.
3. Communication from Supervisor Van Dyck: Amend sections 2.13c and 2.13f of Chapter 2 of the Brown County Code of Ordinances to allow for email to be considered as an approved form of written request. Direct Corporation Counsel to make those changes and bring back.
4. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
5. Resolution Approving Budget Adjustment General Fund Transfer. To approve. See Resolutions & Ordinances.
6. Resolution for Advisory Referendum Regarding Redistricting. Receive and place on file. Carried 4 to 1 See Resolutions & Ordinances.
7. Resolution Authorizing Entering Into a Contract Entitled: Center for Health and Wellness Healthcare Services Agreement (Hereafter Referred to as the “Contract”. To approve. See Resolutions & Ordinances.
8. County Clerk - Budget Status Financial Report for April 2020 - Unaudited. Receive and place on file.
9. County Clerk - Director Summary.
 - a) COVID-Update. Receive and place on file.
10. Child Support - Budget Performance Report - Full Year 2019 - Unaudited. Receive and place on file.
11. Child Support - Budget Performance Report for April 2020 - Unaudited. Receive and place on file.
12. Child Support - Director Summary. Receive and place on file.
 - i. COVID-19 Update. Receive and place on file.
13. Technology Services - Budget Status Financial Report for April 2020 - Unaudited. Receive and place on file.
14. DoTS Monthly Report.
 - a) COVID-19 Update. Receive and place on file.
15. Treasurer - Discussion/Action Regarding Former Owner request to Purchase properties acquired by Brown County via In-Rem Foreclosure Proceedings and the 2020 Foreclosure Judgments from Judge Thomas Walsh - Branch 2 of Brown County Circuit Court case 2019CV001435.
PARCEL # VH-230-7 by Michael R. Weber at 813 Posey Ct. in the Village of Howard. That Brown County sells back parcel #VH-230-7 to former owner Michael R. Weber in the amount of \$17,940.44 made out to the Brown County Treasurer and \$30 to the Register of Deeds for a recording fee to be delivered to the Treasurer’s office in guaranteed or certified funds by Wednesday, June 10th by 4:30 p.m.

16. Treasurer - Review of Treasurer's Dept. Budget Performance Report - Full Year 2019 YTD (unaudited). Receive and place on file.
17. Treasurer - Review of Treasurer's Dept. Budget Performance Report for April, 2020 YTD (unaudited). Receive and place on file.
18. Treasurer's Report.
 - a) COVID-19 Update. Receive and place on file.
19. Admin & HR - Budget Status Financial Reports (Admin & HR) for April 2020 - Unaudited. Receive and place on file.
20. Admin & HR - Budget Adjustment Log. Receive and place on file.
21. Admin & HR - Budget Adjustment Request (20-043): Any allocation from a department's fund balance. To approve.
22. Admin & HR - Director's Reports.
 - a) COVID-19 Update. Receive and place on file.
23. Corporation Counsel - Oral Report.
 - a) COVID-Update. Receive and place on file.
24. Audit of bills. To acknowledge receipt of the bills.

No. 10b -- REPORT OF EDUCATION AND RECREATION COMMITTEE OF JUNE 3, 2020

1. Consent Agenda - Parks 2019 Year-End Budget Status Financial Report (unaudited). *See action at Item 10.*
2. Consent Agenda - Parks Budget Status Financial Report for April 2020 (unaudited). *See action at Item 10.*
3. Consent Agenda - NEW Zoo 2019 Year-End Budget Status Financial Report (unaudited). *See action at Item 10.*
4. Consent Agenda - Adventure Park 2019 Year-End Budget Status Financial Report (unaudited). *See action at Item 10.*
5. Consent Agenda - NEW Zoo Budget Status Financial Report for April 2020 (unaudited). *See action at Item 10.*
6. Consent Agenda - Golf Course 2019 Year-End Budget Status Financial Report (unaudited). *See action at Item 10.*
7. Consent Agenda - Golf Course Budget Status Financial Report for April 2020 (unaudited). *See action at Item 10.*
8. Consent Agenda - Museum 2019 Year-End Budget Status Financial Report (unaudited). *See action at Item 10.*
9. Consent Agenda - Museum Budget Status Financial Report for April 2020 (unaudited). *See action at Item 10.*
10. Consent Agenda - Audit of the Bills.
To approve Items 1-10.
11. Library - Presentation of 2019 Financials. *No action taken.*
12. Library - Consultant Update.
 - a. HGA Architects and Engineers, Milwaukee – Architectural drawings for new branch library.
 - b. O'Connor Connective, De Pere – Feasibility Assessment and Brand Discovery.
No action taken.
13. Library Report/Director's Report. *No action taken.*
 - a. COVID-19 response update/re-opening plan status.
14. Parks Dept. - Director's Report. *No action taken.*
 - a. COVID-19 response update/re-opening plan status.
15. New Zoo & Adventure Park - Director's Report. *No action taken.*
 - a. COVID-19 response update/re-opening plan status.
16. Museum - Director's Report. *No action taken.*

- a. COVID-19 response update/re-opening plan status.
- 17. Golf Course - Superintendent's Report. *No action taken.*
 - a. COVID-19 response update/re-opening plan status.
- 18. Action Items - Discussion with possible action regarding request from WPS for maintenance easement on Golf Course property. To approve.
NOTE: There was no Corporation Counsel approved Resolution, and no Administration approved Fiscal Statement, provided to this Committee regarding this item to approve of/act on. Corporation Counsel will draft a Resolution consistent with the above, to be addressed at the June 17, 2020 County Board Meeting in the Committee of the Whole section of this Agenda, below.
- 19. Action Items - Resolution Temporarily Waiving Neville Public Museum Attendance Fees. See Resolutions & Ordinances. To approve. See Resolutions & Ordinances/Committee of the Whole.

No. 10c -- REPORT OF HUMAN SERVICES COMMITTEE OF MAY 27, 2020

- 1. Review Minutes of:
 - a. Aging & Disability Resource Center of Brown County Board (January 23, 2020). Receive and place on file.
 - b. Children with Disability Education Board (April 21, 2020). Receive and place on file.
- 2. Communication from Supervisor Tran re: Resolution to Provide Emergency Funding to Combat COVID-19 in Brown County. To provide \$50,000 to Howe Resource Center to be used for COVID-19; of that \$50,000, use up to 4% for administrative purposes; and have Howe Resource Center provide where those funds have been utilized.
NOTE: There was no Corporation Counsel approved Resolution, and no Administration approved Fiscal Statement, provided to this Committee regarding this item to approve of/act on. Corporation Counsel will research whether there is authority to allow for this appropriation, and if so, will draft a Resolution consistent with the above, and will bring to the July Human Services Committee meeting for possible action.
- 3. Communication from Supervisor Schadewald re: I would like the Human Services Committee and Board of Health to evaluate how we can better protect our workers and residents in county health facilities, especially during the upcoming flu season in the fall and winter. Receive and place on file.
- 4. Wind Turbine Update - Receive new information – Standing Item. Receive and place on file.
- 5. Aging & Disability Resource Center - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 6. Syble Hopp - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 7. Veterans - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 8. Health & Human Services Dept. - Executive Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- ~~9. Health & Human Services Dept. - Table of Organization Changes.

 - a. Behavioral Health Supervisor (CCS Youth Supervisor).
 - b. CLTS Social Worker/Case Manager.~~
- 10. Health & Human Services Dept. - Financial Report for Community Treatment Center and Community Services. Receive and place on file.
- 11. Health & Human Services Dept. - Statistical Reports.
 - a) Monthly CTC Data.
 - i. Bay Haven Crisis Diversion.
 - ii. Nicolet Psychiatric Center.

- iii. Bayshore Village (Nursing Home).
 - iv. CTC Double Shifts. Take Items 11a through c together.
- b) Child Protective Services – Child Abuse/Neglect Report.
- c) Monthly Contract Update. Receive and place on file Items 11a through c.
- 12. Health & Human Services Dept. - Request for New Non-Contracted and Contracted Providers. To approve.
- 13. Audit of bills. Acknowledge receipt of the bills.

No. 10d -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF MAY 26, 2020

- 1. Communication from Supervisor Schadewald re: I would like the Facilities management to evaluate best practices for cleaning our county facilities during the upcoming flu season in the fall and winter. Receive and place on file.
- 2. Communication from Supervisor Lefebvre re: Request that Brown County support & implement 100% clean energy by 2050. Both Green Bay and De Pere created citizen-led sustainability commissions that have committed the municipalities to clean energy, climate resiliency, and creating healthy communities. To hold until next PD&T meeting.
- 3. Resolution Approving Budget Adjustment General Fund Transfer. To approve. See Resolutions & Ordinances.
- 4. Extension - Budget Status Financial Report for March & April 2020 – Unaudited. Receive and place on file.
- 5. Extension - Director's Report. Receive and place on file.
- 6. Register of Deeds - Budget Status Financial Report for April 2020 – Unaudited. Receive and place on file.
- 7. Register of Deeds - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 8. Port & Resource Recovery - West Landfill Flare & Leachate Tank Bid – Request for Approval. To approve bid of Advance One Development LLC in the amount of \$240,000 for Project 2379, West Landfill Blower/Flare Replacement.
- 9. Port 1st Quarter Budget Performance Status Report. Receive and place on file.
- 10. Resource Recovery 1st Quarter Budget Performance Status Report. Receive and place on file.
- 11. Port & Resource Recovery - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 12. Public Works - Highway Capital Improvement Plan 2021 - 2026. To approve.
- 13. Public Works - Facilities Capital Improvement Plan 2021 – 2026. To approve.
- 14. Public Works - Summary of Operations. Receive and place on file.
- 15. Public Works - Director's Report.
 - a. COVID-19 Update. Receive and place on file.
- 16. Airport - Director's Report
 - a. Budget Status Financial Report for April 2020 – Unaudited.
 - b. Open Positions Report.
 - c. 12+ Hour Shift Report.
 - d. COVID-19 Update. Receive and place on file Items 16a, b, c & d.
- 17. Planning & Land Services; Planning Commission; Zoning - Budget Status Financial Reports for November & December 2019 and January, February, March & April 2020 – Unaudited. Receive and place on file.
- 18. Acknowledging the bills. Acknowledge receipt of the bills.

No. 10di -- REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF MAY 26, 2020

1. Budget Status Report (unaudited) for March 31, 2020. Receive and place on file.
2. Budget Status Report (unaudited) for April 30, 2020. Receive and place on file.
3. Budget Adjustment Request (20-040): Any increase in expenses with an offsetting increase in revenue. To approve.
4. Resolution Approving Budget Adjustment General Fund Transfer. To approve. See Resolutions & Ordinances.
5. Director's Report.
 - a. COVID-19 Department Update. Receive and place on file.

No. 10e -- REPORT OF PUBLIC SAFETY COMMITTEE OF JUNE 2, 2020

1. Review Minutes of: None.
2. Communication from former Supervisor Tran: Establish a master plan for the future of the downtown jail. *Action at March 2020 meeting: To refer to staff for consideration of funding study monies in the 2021 budget and bring back in June. To refer to staff for consideration of funding future study money.*
3. Late Communication from Chair Buckley re: Discussion and possible action regarding compensation for Courthouse and District Attorney Office employees for March 19, 2020 shutdown. *Action at June meeting: To hold for one month. To hold for two months.*
4. Medical Examiner's Report. Receive and place on file.
 - a. COVID-19 Update – *Standing Item.* Receive and place on file.
5. Medical Examiner - Resolution Authorizing Entering Into a Contract Entitled: Intergovernmental Agreement Between Dane County and Brown County for Medical Examiner Services. To approve. See Resolutions & Ordinances.
6. Public Safety Communications - 2019 Year-End Budget Status Financial Report (unaudited). Receive and place on file.
7. Public Safety Communications - Budget Status Financial Report for April 2020 (unaudited). Receive and place on file.
8. Public Safety Communications - Director's Report. Receive and place on file.
 - a. COVID-19 Update – *Standing Item.*
9. Emergency Mgmt. - 2019 Year-End Budget Status Financial Report (unaudited). Receive and place on file.
10. Emergency Mgmt. - Budget Status Financial Report for April 2020 (unaudited). Receive and place on file.
11. Emergency Mgmt. - Director's Report. Receive and place on file.
 - a. COVID-19 Update – *Standing Item.*
12. Clerk of Courts Report. Receive and place on file.
 - a. COVID-19 Update – *Standing Item.*
13. District Attorney Report. *No report; no action taken.*
 - a. COVID-19 Update – *Standing Item.*
14. Circuit Courts, Commissioners, Probate - Budget Status Financial Report for April 2020 (unaudited). *No report; no action taken.*
15. Circuit Courts, Commissioners, Probate - Director's Report. *No report; no action taken.*
 - a. COVID-19 Update – *Standing Item.*
16. Sheriff - Update re: Jail Addition – *Standing Item. No action taken.*
17. Sheriff - 2019 Year-End Budget Status Financial Report (unaudited). Receive and place on file.
18. Sheriff - Budget Status Financial Report for April 2020 (unaudited). Receive and place on file.

19. Sheriff - Key Factor Report through April 2020 (unaudited). Receive and place on file.
20. Sheriff - Resolution Expressing Strong Support for Passage of 2019 Senate Bill 5, and 2019 Assembly Bill 5, Which Define County Jailers as Protective Occupation Participants. See Resolutions & Ordinances. To approve. See Resolutions & Ordinances/Committee of the Whole.
NOTE: This was not also on the 06-04-2020 Administration Committee Agenda as required, and therefore will be addressed in the Committee of the Whole section of this Agenda, below.
- 20.1. Sheriff - Budget Adjustment Request (20-046): Any increase in expenses with an offsetting increase in revenue. To approve.
21. Sheriff's Report. Receive and place on file.
 - a. COVID-19 Update – *Standing Item.*
22. Audit of bills. To acknowledge receipt of the bills.

No. 2 -- COMMENTS FROM THE PUBLIC:

Comments from the Public that were submitted via Email or Mail in compliance with the publicly noticed directions, were electronically provided to County Board Supervisors on the morning of the County Board Meeting.

No. 3 -- APPROVAL OF MINUTES OF MAY 18, 2020.

A motion was made by Supervisor Schadewald and seconded by Supervisor Landwehr **“to adopt minutes.”** Vote taken. Motion carried unanimously.

No. 4 -- ANNOUNCEMENTS BY SUPERVISORS.

Supervisor Evans stated that Brown County lost a great man as he announced the passing of Dr. Jay Tibbetts who worked on the Brown County Board of Health for over forty years. Supervisor Evans stated that he will be greatly missed.

Supervisor Schadewald stated that Supervisor Evan's lead a recognition commendation for Dr. Tibbetts, and County Board members should look to do the same for others while they are still present with us.

Supervisor Dorff announced that on June 19th, 2020, from 11am to 7 pm there will be a Black Lives United Rally taking place at Perkins Park.

Supervisor Lefebvre thanked Brown County Treasurer Paul Zeller for his diligent work on the budget in the Treasurer's Office. Supervisor Lefebvre thanked all of the directors in Brown County that have worked hard to decrease the budget.

No. 5 -- PRESENTATION OF COMMUNICATIONS FOR CONSIDERATION

LATE COMMUNICATIONS:

- No. 5a -- FROM SUPERVISOR VAN DYCK: REQUEST THAT COUNTY BOARD CHAIR FORM A WORKING GROUP CONSISTING OF REPRESENTATION FROM DOTS, BROWN COUNTY LIBRARY AND BROWN COUNTY CLERK'S OFFICE TO DETERMINE THE FEASIBILITY OF LOCATING THE COUNTY BOARD CHAMBERS IN EITHER THE LOWER LEVEL OR THE THIRD FLOOR OF THE DOWNTOWN LIBRARY BUILDING, WITH RESULTS OF THE STUDY TO BE**

**PRESENTED TO THE COUNTY BOARD FOR CONSIDERATION ON OR
BEFORE THE OCTOBER 21, 2020 BOARD MEETING.**

Referred to County Board Chair.

No. 6 -- APPOINTMENTS BY COUNTY BOARD CHAIR.

None.

No. 8a -- REPORT BY BOARD CHAIRMAN.

Chairman Buckley commended the Sheriff's Department and all other Brown County police departments for their hard work and professional demeanor with the current events taking place.

Chairman Buckley invited the Supervisors to come to him with any questions they may have regarding the Citizens Academy and if anyone is interested to contact him within the next couple weeks.

No. 8b -- REPORT BY COUNTY EXECUTIVE.

Executive Streckenbach announced the retirement of Tracy Ertl who worked with the 911 Communications Team in Brown County for the last 20 plus years.

Executive Streckenbach stated that Brown County has issued a reopening guide for many businesses and is proud of the communication that has been put in place.

Executive Streckenbach noted that the Old Glory Honor Flight for the year 2020 has been canceled due to COVID-19.

Executive Streckenbach stated that he toured the Unified Command and that there will be a report that looks back on all of the recent events that have taken place such as: flooding, COVID-19, riots and protests.

No. 9 -- OTHER REPORTS.

None.

No. 13 -- SUCH OTHER MATTERS AS AUTHORIZED BY LAW.

None.

No. 14 -- BILLS OVER \$5,000 FOR PERIOD ENDING MAY 31, 2020.

A motion was made by Supervisor Lund and seconded by Supervisor Schadewald **"to pay the bills for the period ending May 31, 2020."** Vote taken. Motion carried unanimously.

No. 15 -- CLOSING ROLL CALL

Present: Sieber, Chu, Dorff, Jacobson, Lefebvre, Friberg, Borchardt, Evans, Vander Leest, Buckley, Landwehr, Dantine, Brusky, Murphy, Kaster, Van Dyck,

Hopkins, Erickson, Coenen, Schultz, Peters, Suennen, Schadewald, Lund, Deneys.

Excused: De Wane

Total Present: 26 Excused: 1

No. 16 -- ADJOURNMENT TO WEDNESDAY, JULY 15, 2020 AT 7:00 P.M. AT THE RESCH CENTER.

A motion was made by Supervisor Schadewald and seconded by Supervisor Evans “**to adjourn to the above date and time.**” Vote taken. Motion carried unanimously.

Meeting Adjourned at 8:57pm

/s/ Sandra L. Juno
SANDRA L. JUNO
Brown County Clerk